BOOK 9540 PG 732

THIS INSTRUMENT PREPARED BY:
Steven L. West
WHITE & REASOR
3305 West End Avenue
Nashville, Tennessee 37203
File Box Number 42

ADDRESS NEW OWNERS:	PERSON RESPONSIBLE FOR PAYMENT OF TAXES:	MAP-PARCEL NOS.:
Donelson I Partners, L.P. 4121 Hillsboro Road, Suite 302 Nashville, TN 37215	Same	108-0-240

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration, paid by DONELSON I PARTNERS, L.P., hereinafter referred to as "Grantee," DENNIS N. OSBORNE as to a thirty-six percent (36%) undivided interest, VIDVEST, INC., as to a twenty-three percent (23%) undivided interest and OSBORNE'S FOODTOWN, INC., as to a forty-one percent (41%) undivided interest, hereinafter referred to as "Grantors," have this day bargained and sold and do hereby transfer and convey unto the said Grantee, its successors and assigns, certain real estate in Davidson County, Tennessee, described in Exhibit "A" attached hereto and incorporated herein by this reference.

This is improved property known as 534 Donelson Pike, Nashville, Tennessee 37214.

TO HAVE AND TO HOLD, the said real estate, with the appurtenances, estate, title, and interest thereto belonging to the said Grantee, its successors and assigns, forever. Grantors covenant that they are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered except for those matters set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

Grantors further covenant and bind themselves, their heirs, successors and assigns, to warrant and forever defend the title to said real estate to said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantors, but not otherwise.

IN WITNESS WHEREOF, Grantors have executed this Special Warranty Deed on this 6th day of December, 1994.

GRANTORS:

Dennis N. Osborne (Dennis N. Osborne and Dennis Osborne are one and the same person.)

VIDVEST, INC., a Tennessee corporation

By: Dennis N. Osborne
Title: President

151401

PICK-UP

OSBORNE'S FOODTOWN, INC., a
Tennessee corporation

By: Dennis N. Osborne
Title: President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, DARRELL L. WEST, a Notary Public for the State and County aforesaid, Dennis N. Osborne, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 6 day of December, 1994.

Darrell L. West
Notary Public

My Commission Expires:
1-27-96

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, DARRELL L. WEST, a Notary Public for the State and County aforesaid, Dennis N. Osborne, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Pres. of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 6 day of December, 1994.

Darrell L. West
Notary Public

My Commission Expires:
1-27-96

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Darrell L. West, a Notary Public for the State and County aforesaid, Dennis N. Olsen, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Pres. of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 6 day of December, 1994.

Darrell L. West
Notary Public

My Commission Expires:

1-27-96

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $1,260,000.00.

Charles Bleau
AFFIANT

Subscribed and sworn to before me this 6th day of December, 1994.

Darrell L. West
Notary Public

My Commission Expires:

1-27-96

Exhibit "A"

(Special Warranty Deed)

Land in the 1st Civil District of Davidson County, Tennessee, being Lot No. 2 on the Plan of A Resubdivision of Lot 2, W. B. Wiggins, Jr. Subdivision, of record in Book 8250, page 216, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.

Included in the property described above but excluded from this conveyance is the following described property located in the 1st Civil District of Davidson County, Tennessee:

Beginning at a point on the existing northerly right-of-way margin of Royal Parkway, said point being the existing southeasterly corner of the aforementioned W. B. Wiggins, Jr. property, thence along the existing northerly right-of-way boundary N 89° 49' 13" W 589.73 feet to a point being the existing southwesterly corner of the aforementioned property; thence along the west property line N 00° 35' 40" E, 18.86 feet to a point on the new northerly right-of-way margin of Royal Parkway; thence along the said right-of-way margin S 88° 08' 09" E 401.06 feet to a point; thence an arc to the left, a chord bearing of S 88° 58' 16" E a radius of 5100.65 feet, an included angle of 01° 40' 15" and an arc length of 148.75 feet to a point on the east property line of the aforementioned property; thence along the said property line S 00° 30' 51" W, 4.86 feet to the point of beginning, containing 0.1430 acres, more or less.

Being part of the same property conveyed to Dennis Osborne, by deed from W. B. Wiggins, Jr., of record in Book 9261, page 675, Register's Office for Davidson County, Tennessee, and the same property in which a 23% undivided interest was conveyed to Vidvest, Inc. by quitclaim deed of record in Book 9540, page 728, Register's Office for Davidson County, Tennessee, and a 41% undivided interest was conveyed to Osborne's Foodtown, Inc. by quitclaim deed of record in Book 9540, page 730, Register's Office for Davidson County, Tennessee.

Exhibit "B"

Permitted Exceptions

1. Taxes for 1995 and subsequent years, a lien, not yet due and payable.

2. Rights of Osborne's Foodstores, Inc. under an unrecorded lease dated December 6, 1994.

3. Subject to all matters shown on the Plan of record in Book 8250, page 216, Register's Office for Davidson County, Tennessee.

4. Lease Agreement by and between Wiggins Associates, Lessor and S. S. Kresge Company, Lessee, a Memorandum of which is of record in Book 4831, page 676, said Register's Office; as amended by Lease Modification Agreement dated May 17, 1973, and further amended by Second Lease Modification Agreement dated October 30, 1974.

5. Easement for Sanitary Sewer and/or Storm Drainage, of record in Book 4966, page 24, said Register's Office.

6. Assignment and Acceptance of Leases, by and between Provident Life and Accident Insurance Company and W. B. Wiggins, Jr., of record in Book 8745, page 67, said Register's Office.

7. Declaration of Reciprocal Easements, of record in Book 8745, page 114, said Register's Office.

8. Agreement executed by W. B. Wiggins, Jr., dated September 29, 1992, of record in Book 8746, page 491, said Register's Office.

9. Agreement between W. B. Wiggins, Jr. and Dennis Osborne, dated March 1, 1994, of record in Book 9261, page 683, said Register's Office.

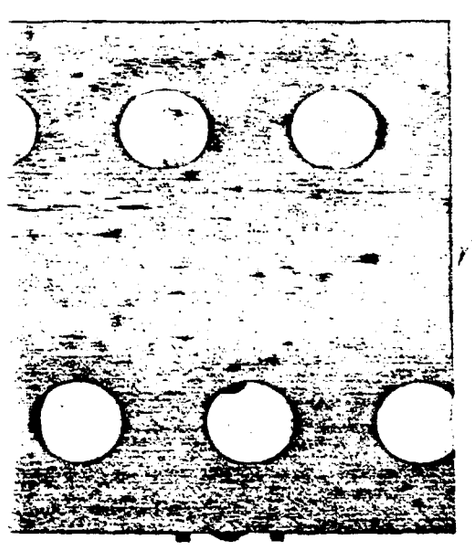
10. Permanent easement and temporary construction easement described in and to be granted pursuant to that certain unrecorded Option Agreement between Dennis Osborne, as Grantor, and The Metropolitan Government of Nashville and Davidson County, as Grantee, dated March 28, 1994.

11. Subject to all matters shown on the survey made by R. L. Montoya Land Surveying, Inc., dated November 21, 1994, Job No. 94-11-200.

12. Right, title and interest, if any, in and to any portion of Tract 2 located within the boundaries of the .1430-acre tract excluded from Tract 1.

13. Easement for common party wall along north boundary line of premises.





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9540 PG 737

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

	AMT
	1260000.00
CON TX	4662.00
PRFEE	1.00
WDEED	20.00
TOTAL	4683.00
CHECK	4683.00

12/07/94 01 11:36 0001 1020

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

15401

IDENTIF. & REFERENCE

-7 11:36

No. 861011