BOOK 9605PG512

STATE OF North Carolina)
COUNTY OF mecklenburg)

The actual consideration or value, whichever is greater, for this transfer is $ 100.00.

Affiant

Subscribed and sworn to before me this 22nd day of February, 1995.

Notary Public

My Commission expires: 11-6-96

This instrument prepared by:

Gullett, Sanford, Robinson & Martin
230 Fourth Avenue, North
P. O. Box 198888
Nashville, TN 37219-8888

Address new owner as follows:	Send Tax Bills to:	Map-Parcel Numbers:
Factory Stores of America, Inc. 230 North Equity Drive Smithfield, NC 27577	SAME	Map 62 Parcel 240

95 FEB 28 AM 10:48

37653

SPECIAL WARRANTY DEED

For and in consideration of the sum of Ten Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, **FIDDLER'S INN, INC.**, a Tennessee corporation ("Grantor"), has bargained and sold and by these presents does transfer and convey unto **FACTORY STORES OF AMERICA, INC.**, a Delaware corporation ("Grantee"), its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

The Property is improved property, located on Music Valley Drive, Nashville, Tennessee 37214.

THIS CONVEYANCE IS SUBJECT to (i) all matters of record, (ii) an unrecorded Lease, dated September 1, 1993, between Grantor, as lessor, and The Krystal Company, as lessee (to the extent that it relates to the subject Property), and (iii) 1995 property taxes.

THIS CONVEYANCE IS FURTHER SUBJECT to the following restrictions, reservations, covenants, and provisions with respect to the Property, for the benefit of Grantor, which shall be permanent and run with the land and be binding upon Grantee, its successors and assigns and its successors in title:

(a) Grantee shall not grant any easements, curb cuts, access rights, or sign rights to any third party with respect to the Property, without the prior written consent of Grantor, which consent shall be in Grantor's sole discretion;

(b) Any sign to be placed by Grantee on the Property shall be subject to the prior written consent of Grantor (size, location, etc.), which consent shall not be unreasonably withheld;

(c) Grantee shall at all times maintain, at Grantee's expense, the access road and any related improvements located on the Property to Grantor's reasonable satisfaction (e.g. keep the roadway paved (no potholes), etc.) If Grantee fails at any time to fulfill its maintenance obligations described above, Grantor shall have the right (but no obligation), after thirty (30) days notice and opportunity to cure to Grantee, to take such actions as it may reasonably deem appropriate to properly maintain the access road and any related improvements, and Grantee shall reimburse Grantor immediately upon demand for all costs and expenses reasonably incurred by Grantor in connection with such maintenance (or in connection with the enforcement of any of Grantor's rights relating thereto). Grantor hereby reserves and retains a lien on the Property to secure the performance by Grantee of Grantee's obligations described above (including without limitation the reimbursement of all such costs and expenses), which lien shall be enforceable by appropriate judicial proceeding. (If Grantee places a deed of trust lien upon the Property to secure first mortgage financing for Grantee's shopping center that is located on property lying adjacent to the subject Property, then upon written request by Grantee to Grantor, Grantor will give such mortgage lender written notice and thirty (30) days opportunity to cure (which notice may be simultaneous with the thirty (30) day notice period described above) before enforcing Grantor's lien reserved above on the Property); and

(d) There shall be no merger of this Special Warranty Deed with the existing Non-Exclusive Access and Private Road Easement Agreement, dated December 21, 1993, from Grantor to Music Valley Partners Limited Partnership (predecessor in interest to Grantee), of record in Book 9197, Page 250, Register's Office for Davidson County, Tennessee, which Non-Exclusive Access and Private Road Easement Agreement shall continue in force.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the Grantee, its successors and assigns, forever; and Grantor does covenant with the Grantee that

Grantor is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except with respect to (i) all matters of record, (ii) the Lease between Grantor and The Krystal Company, as described above (to the extent that it relates to the subject Property), and (iii) applicable property taxes, and except with respect to the restrictions, reservations, covenants, and provisions contained hereinabove; and Grantor does further covenant and bind itself, its successors and assigns, 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 claiming by, through, or under Grantor, but no further or otherwise.

WITNESS our hand this 20th day of February, 1995.

GRANTOR:

FIDDLER'S INN, INC.,
a Tennessee corporation

By: _____
Louis A. McRedmond, President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Louis A. McRedmond, 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 President 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 20th day of February, 1995.

_____
Notary Public

My Commission Expires SEPT. 16, 1995

My Commission Expires: _____

JO ANN SANDERS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

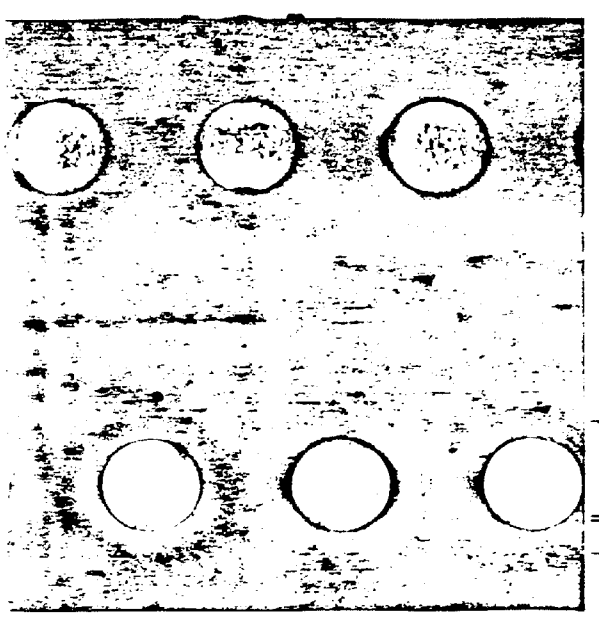
EXHIBIT A

Legal Description

Land in Davidson County, Tennessee, being Lot No. 4 on the Third Revision Grand Old Golf Subdivision, of record in Book 8250, page 356, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said lot. (Lot No. 4 is an Access, Public Utilities, and Drainage Easement Area.)

Being part of the same property conveyed to Fiddler's Inn, Inc., by deed from Smokehouse Development Corporation and Affiliated Service Corporation of Tennessee, a joint venture, of record in Book 6351, page 342, Register's Office for Davidson County, Tennessee.

3574 02/28 0101 03CHECK 17.37



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9605 PG 516

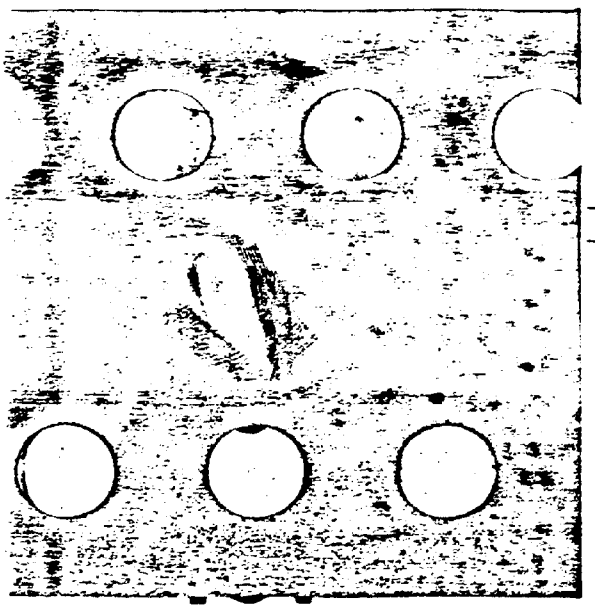
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 100.00
CON TX 0.37
PRFEE 1.00
WDEED 16.00
TOTAL 17.37
CHECK 17.37

02/28/95 01 10:48 0001 5574

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



37663
IDENTIF. & REFERENCE

95 FEB 28 AM 10:48
REGISTER
DAVIDSON COUNTY, TN.

No. 885243