BOOK 9811 PG 271

44

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, or for this transfer is $ 175,000.00

Louis G. McRedmond
Affiant

Subscribed and sworn to before me this 14th day of June, 1993.

Julia C. Hunt
Notary Public

My Commission expires: 7-26-97

JULIA C. HUNT NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

0106602
IDENTIF. ↑ REFERENCE

95 SEP 29 PM 3:36
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

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:
Music Valley Acres, Inc. 2607 Crump Drive Nashville, TN 37214	SAME	Part of Map 62, Parcel 34

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, **MUSIC VALLEY PARTNERS LIMITED PARTNERSHIP, a North Carolina limited partnership,** hereinafter called the Grantor, has bargained and sold and by these presents does transfer and convey unto **MUSIC VALLEY ACRES, INC., a Tennessee corporation,** hereinafter called the 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 subject property is unimproved property, located on McGavock Pike, Nashville, Tennessee 37214.

THIS CONVEYANCE IS SUBJECT to the matters listed and described on Exhibit B attached hereto, to the extent that they affect the subject property.

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, unless otherwise herein set out; 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 my hand this 20th day of December, 1993.

GRANTOR:

MUSIC VALLEY PARTNERS LIMITED PARTNERSHIP,
a North Carolina limited partnership

By: FLEMING-VALDOSTA CO.,
a North Carolina general
partnership, General Partner

By: _____
J. Dixon Fleming, Jr.,
General Partner

STATE OF N.C.)
COUNTY OF Johnston)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, J. Dixon Fleming, Jr., 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 General Partner 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 December, 1993.

_____
Notary Public

My Commission Expires: 9-15-94

EXHIBIT A

Legal Description

Land located in the First Civil District of Davidson County, Tennessee, being more particularly described as follows:

1. Beginning at an existing P. K. nail in pavement on the northerly right-of-way line of McGavock Pike (60-foot right-of-way), said nail being 781.4 feet, more or less, west of the south end of the northwest return curve at the intersection of Music Valley Drive and McGavock Pike, as measured along the northerly right-of-way line of McGavock Pike, said nail also being the southwest corner of a tract of land conveyed to Fiddler's Inn Inc. by deed recorded in Book 5877, page 627, R.O.D.C., Tennessee; thence,

2. N 82° 50' 55" W, 100.00 feet to the point of beginning; thence

3. From the point of beginning and with the northerly right-of-way line of McGavock Pike (a 60-foot wide street), N 82° 50' 55" W, 434.47 feet to an existing iron pin; thence,

4. Leaving McGavock Pike and with the common property line of Gleaves Farm, Ltd. as of record in Deed Book 6849, Page 546, R.O.D.C., Tennessee and this tract, N 10° 04' 58" E, 340.45 feet to a point; thence,

5. Leaving Gleaves, severing the total 42.854-acre tract, making a new line for the next two calls, S 82° 50' 55" E, 413.36 feet to a point; thence,

6. S 6° 31' 39" W, 340.02 feet to the point of beginning and containing 144,131 square feet or 3.31 acres, more or less.

This description was taken from an updated survey entitled "ALTA/ACSM Land Title Survey for Music Valley Partners Limited Partnership, Bank One, Dayton, N.A., Chicago Title Insurance Company, HCM Opryland, Inc., Music Valley Acres, Inc., and Old Republic National Title Insurance Company" dated Revised April 19, 1993 and further Revised April 25, 1993 and certified by John O. Spry, Registered Land Surveyor for the State of Tennessee, Number 727.

Being part of the same property conveyed to Music Valley Partners Limited Partnership by deed from Music Valley Acres, Inc., of record in Book 8930, Page 881, Register's Office for Davidson County, Tennessee.

EXHIBIT B

Permitted Encumbrances

1. Taxes for the year 1993 and subsequent years.

2. Easement Agreement dated March 24, 1993, by and between Music Valley Acres, Inc. and Robert R. Campbell, Jr., Trustee, recorded in Book 8895, Page 433, Davidson County Public Registry.

3. Matters shown on Plan of Record in Book 7900, Page 546, Davidson County Public Registry.

4. Deed of Trust, Assignment of Leases and Rents and Security Agreement and Fixture Filing to Joseph B. Pitt, Jr., Trustee for the benefit of Bank One, Dayton, National Association, dated April 28, 1993 and recorded on April 30, 1993 in Book 8930, Page 887, Davidson County Public Registry, securing obligations in the principle amount of $12,085,000.00, and UCC-1 Financing Statement of record in Book 8930, Page 922, further securing said Deed of Trust. Factory Stores of America, Inc. has assumed and agrees to pay the indebtedness secured by said Deed of Trust pursuant to a Transferee Agreement, recorded of even date herewith, by and among Bank One Dayton, National Association, Music Valley Partners Limited Partnership, and Factory Stores of America, Inc., and others.

5. Easement for flow of any streams, creeks or water ways.

6. Title to that portion of the property embraced within bounds of any street, road or highway.

7. Tenant in possession under recorded or unrecorded leases.

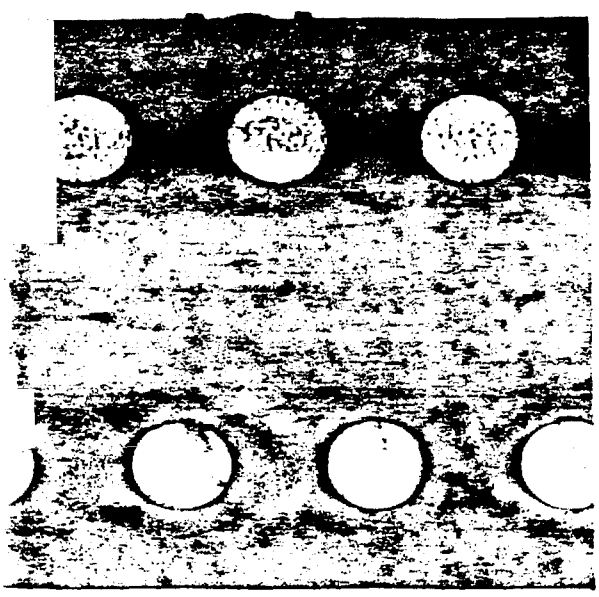
8. Matters shown on current survey of property.

9. All recorded easements, covenants and restrictions of record against the properties servient to the Slope Easement Agreement and the Non-Exclusive Access and Private Road Easement.

10. Non-Exclusive Access and Drainage Easement to Fiddler's Inn, recorded of even date herewith.

11. Sign easement referenced in Deed to Factory Stores of America, Inc., recorded in Book 9197, Page 283, Register's Office for Davidson County, Tennessee.

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OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

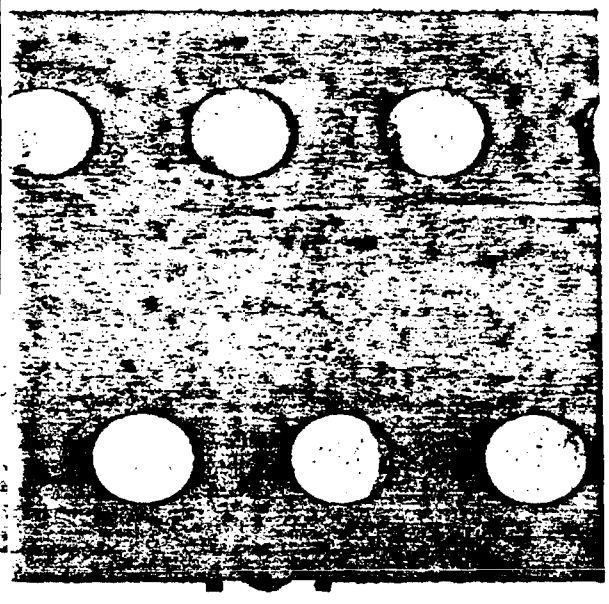
RECEIVED OF _____

FOR _____

BOOK 9811 PG 275

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 17500.00
CON TX 64.75
PRFEE 1.00
WDEED 16.00
TOTAL 81.75
CHECK 81.75

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

09/29/95 01 15:36 0001 0816

0106602
IDENTIF. ↑ REFERENCE

95 SEP 29 PM 3:36
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 959617