BOOK 10282 PG 502

THIS INSTRUMENT PREPARED BY:
WHITE & REASOR (CBR)
3305 WEST END AVENUE
NASHVILLE, TENNESSEE 37203
File Box 42

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP-PARCEL NOS.:
David G. Patterson, Jr. 210 Deer Park Drive Nashville, TN 37205	Osborne's Food Stores, Inc. 534 Donelson Pike Nashville, TN 37214	108-0-240

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of ONE MILLION THREE HUNDRED SEVENTY-TWO THOUSAND SEVEN HUNDRED EIGHTY-ONE AND NO/100 ($1,372,781.00) DOLLARS, cash in hand paid by DAVID G. PATTERSON, JR. ("Grantee"), DONELSON I PARTNERS, L.P., a Tennessee limited partnership ("Grantor") has this day bargained and sold, and does hereby transfer and convey unto Grantee, his heirs and assigns, certain real estate in Davidson County, Tennessee, described in Exhibit "A," which is attached hereto and incorporated herein by reference.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $1,372,781.00.

AFFIANT

Subscribed and sworn to before me this 4th day of December, 1996.

NOTARY PUBLIC

My Commission Expires:
1-24-98

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 Grantee, his heirs and assigns, forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has 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.

Grantor further covenants and binds itself, its successors and assigns to warrant and forever defend the title to said real estate to Grantee, his heirs and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed by its duly-authorized general partner on this 4th day of December, 1996.

DONELSON I PARTNERS, L.P., a
Tennessee limited partnership

BY: SPIVA/HILL MANAGEMENT CO.,
a Tennessee corporation,
General Partner

BY: _____
George N. Spiva, President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BEFORE ME, Charles B. Ransom, Jr., a Notary Public in and for the County and State aforesaid, personally appeared George N. Spiva, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged himself to be President of Spiva/Hill Management Co., a Tennessee corporation, and that he as such President, being authorized so to do, executed the foregoing instrument by signing the name of the corporation by himself as President, in its capacity as General Partner for DONELSON I PARTNERS, L.P., the bargainor, a Tennessee limited partnership, and that the corporation, as such general partner executed the same for the purposes therein contained, by signing the name of the partnership by itself as General Partner.

WITNESS MY HAND AND SEAL, at office in Nashville, Tennessee, this the 4th day of December, 1996.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:
1-24-98

Exhibit "A"

BEING part of Lot Number 2 on the Plan of a resubdivision of Lot 2 W. B. Wiggins, Jr. Subdivision as of record in Plat Book 8250, Page 216, R.O.D.C., Tennessee, and is more particularly described as follows:

BEGINNING at a scratch on sidewalk on the westerly margin of Donelson Pike marking the northeast corner of this described lot; thence, with said margin South 4 degrees 36 minutes 00 seconds West, 18.04 feet to a point marking the northeast corner of Lot Number 3 on said plan; thence, with the common line of said lot, North 85 degrees 34 minutes 42 seconds West, 185.00 feet to a P. K. Nail; thence, with the westerly line of said lot Number 3, South 4 degrees 36 minutes 00 seconds West, 195.12 feet to a point in the northerly margin of Royal Parkway; thence with said margin, North 85 degrees 43 minutes 15 seconds West, 40.01 feet to a point; thence, continuing with said margin, with a curve to the right with a delta of 1 degree 43 minutes 21 seconds a radius of 5100.65 feet, a tangent of 76.68 feet, a length of 153.35 feet to a point; thence, North 83 degrees 59 minutes 54 seconds West, 396.15 feet to a point; thence, leaving said margin of Royal Parkway with the westerly line of this described lot, North 4 degrees 36 minutes 29 seconds East, 202.53 feet to a point; thence, with the northerly line of this described lot, South 85 degrees 25 minutes 18 seconds East, 774.35 feet to the point of beginning containing 126,830 square feet more or less or 2.91 acres more or less.

BEING the same property conveyed to Donelson I Partners, L.P. by deed from Dennis N. Osborne, VIDVEST, Inc., and Osborne's Foodtown, Inc., as of record in Book 9540, Page 738, Register's Office for Davidson County, Tennessee.

SAID real property is also described as follows:

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 the same property conveyed to Donelson I Partners, L.P. by deed from Dennis N. Osborne, VIDVEST, Inc., and Osborne's Foodtown, Inc. as of record in Book 9540, Page 732, Register's Office for Davidson County, Tennessee.

THESE LEGAL DESCRIPTIONS ARE THE SAME AS IN PREVIOUS DEEDS OF RECORD.

Exhibit "B"

Permitted Exceptions

1. Taxes for 1996 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 684, said Register's Office.

10. Subject to all matters which would be disclosed by a current accurate survey.

11. Easements, or claims of easements, not shown by the public records.

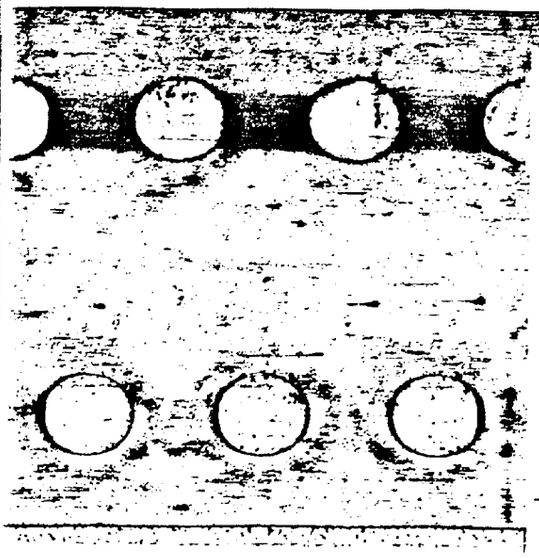
12. Easement for common party wall along north boundary line of premises.

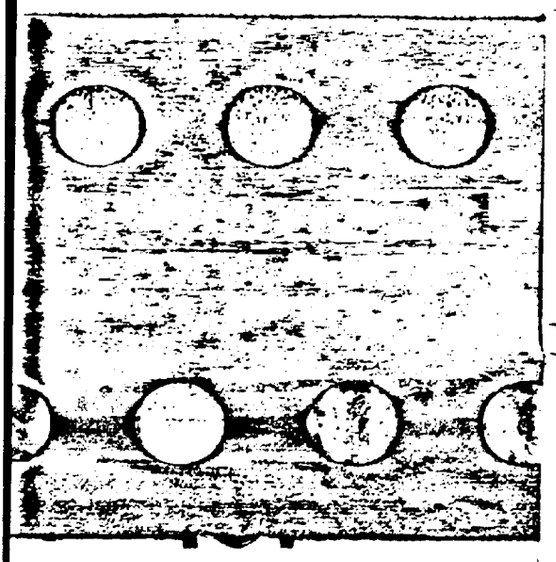
13. Permanent easement conveyed to The Metropolitan Government of Nashville and Davidson County, Tennessee, and its assigns, for the use and benefit of the Department of Public Works by a Permanent Easement and Temporary Construction Easement and Right of Entry for Temporary Construction Purposes by Donelson I Partners, L.P., as of record in Book 9650, Page 748, Register's Office for Davidson County, Tennessee.

0253233
IDENTIF. ↑ REFERENCE

96 DEC -5 PM 3:38
FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

2679 12/05 0101 03CHECK 5096.29





OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 10282 PG 506

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 1372781.00
CON TX 5079.29
PRFEE 1.00
WDEED 16.00
TOTAL 5096.29
CHECK 5096.29

12/05/96 01 15:40 0001 2679

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0253233
IDENTIF. ↑ REFERENCE

96 DEC -5 PM 3:38

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 1095331