(2)

BK 49

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Bruno's, Inc.	142-299	BRUNO'S, INC. REAL ESTATE DEPARTMENT 800 LAKESHORE PARKWAY BIRMINGHAM, ALABAMA 35201
This instrument prepared by: Boult, Cummings, Conners & Berry, PLC (JIVB) 414 Union Street, Suite 1600, P.O. Box 198062, Nashville, TN 37219		

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Bellevue Associates II, a Tennessee general partnership (the "Grantor"), has bargained and sold, and by these presents does transfer and convey to Bruno's, Inc. (the "Grantee"), Grantee's successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described as follows (the "Property"):

Land in Davidson County, Tennessee, being Lot No. 6 on the Plan of the First Revision of the Resubdivision of Lots 3, 4, 5, 6, 7 and 8 Bellevue Center, as shown on a plat of record in Plat Book 7900, pages 473 and 474, Register's Office for said County (the "Plat"). Reference is here made to the Plat for a metes and bounds description to the Property.

Being a portion of the same property conveyed to Bellevue Associates II by deed of record in Book 9506, page 642, said Register's Office.

Together with:

(i) Reciprocal rights inuring to the benefit of the Property as set forth in that certain Construction Operation and Reciprocal Easement Agreement (the "COREA") of record in Book ~~7764~~ 7762, page 492, said Register's Office; and

(ii) All appurtenant easements as shown on the Plat.

This is improved property known as 7604 Highway 70 South, Nashville, Tennessee 37221.

This conveyance of said Property is made subject to the following:

1. Metropolitan and state taxes for the year 1997 which have been prorated and the payment of which has been assumed by the Grantee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $2,250,000.00.

Affiant

Subscribed and sworn to before me this 22nd day of APRIL, 1997.

M. GENISE WHITE NOTARY PUBLIC AT LARGE DAVIDSON CO. TENN.

My Commission Expires: 26 Sept 03 2000

Notary Public
My Commission Expires:_____

0393531.01
006050-005 01/16/97
34245 GTR

2. Conditions of the Owner's Certificate, easements, setback lines and others matters appearing upon the Plat.

3. Rights of others in the COREA, which relate to the Property.

~~4. Drainage easements of record in Book 5201 pages 153 and 156, said Register's Office~~

~~5. Sewer line easement as set forth in instrument of record in Book 6511 page 781, said Register's Office~~

4. Matters shown on a survey of the Property prepared by Barge, Waggoner, Sumner & Cannon, as most recently revised September 11, 1992, (the "Survey"), including, among other things, the following:

(a) Various public utility and drainage easements which traverse a shopping center which adjoins the Property and are located both within and without the easements shown on the Plat;

(b) Minimum building setback lines along the perimeter of the Property;

(c) Signs located between the Property and Lot No. 4 and within the boundaries of the Property; and

(d) Traffic lights and traffic control boxes.

5. Matters of survey arising subsequent to the date of the Survey.

TO HAVE AND TO HOLD the Property with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever.

Grantor covenants with the Grantee that Grantor is lawfully seized and possessed of the Property in fee simple; that Grantor has a good right to convey the Property, and that the Property is unencumbered except as set forth hereinabove.

Grantor further covenants and binds itself to warrant and forever defend the title to the Property to the said Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever, except that no warranty is made as to the amount of acreage in the Property.

IN WITNESS WHEREOF, the Grantor has executed this Deed this 20 day of JANUARY, 1997.

BELLEVUE ASSOCIATES II,
a Tennessee general partnership

By: _____
GERALD R. POISSANT

Title: AUTHORIZED SIGNATORY

0393531.01
006050-005 01/16/97

STATE OF Michigan

COUNTY OF OAKLAND

Personally appeared before me, Carole A. Powell, Notary Public, Gerald R. Poissant, 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 a general partner of Bellevue Associates II, a Tennessee general partnership, and is authorized to execute this instrument on behalf of Bellevue Associates II.

WITNESS my hand, at office, this 20 day of January, 1997.

Carole A. Powell

Notary Public

My Commission Expires: 7-19-98

CAROLE A. POWELL
Notary Public, Oakland County, MI
My Commission Expires July 19, 1998

CAROLE A. POWELL NOTARY PUBLIC OAKLAND CO. MICH.

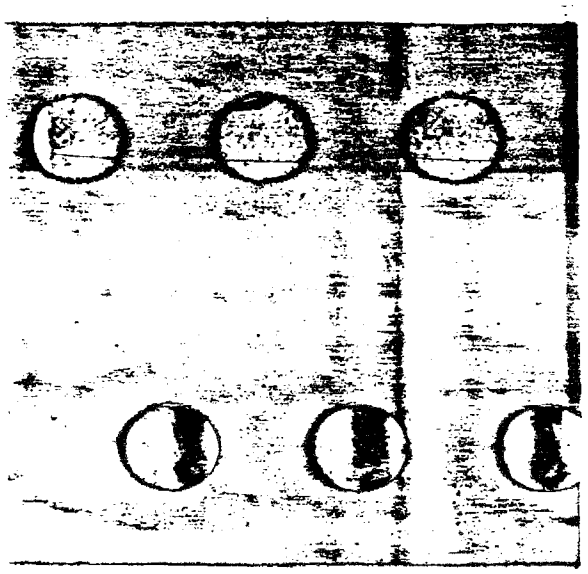
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4047 04/28 0101 03CHECK 8338.00

97 APR 28 PM 12:56
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

IDENTIF. & REFERENCE

0298518



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

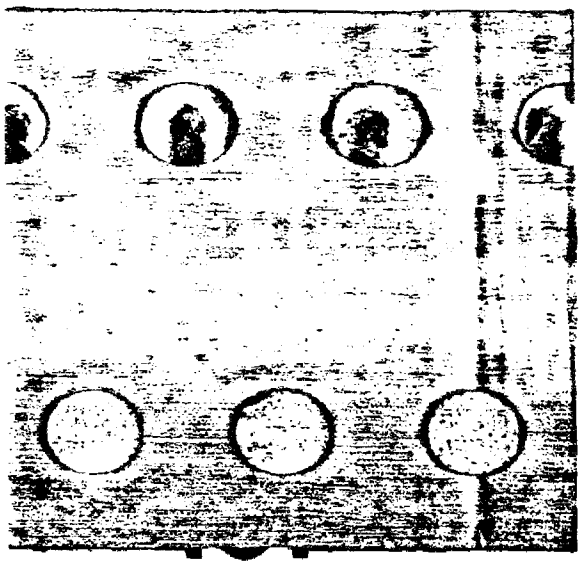
RECEIVED OF _____

FOR _____

BOOK 10430 PG 831

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 2250000.00
CON TX 8325.00
PRFEE 1.00
WDEED 12.00
TOTAL 8338.00
CHECK 8338.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 04/28/97 01 1:59 0001 4047

02985 18
IDENTIF. ↑ REFERENCE

97 APR 28 PM 12:56
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1144155