Box 25

9.

BOOK 10484 PG 878

97020223

THIS INSTRUMENT PREPARED BY:
Christina C. Grey
Long, Ragsdale & Waters, P.C.
1111 Northshore Drive, N.W.
Suite S-700
Knoxville, Tennessee 37919

OWNER/RESPONSIBLE TAXPAYER:
Candance L. Brownell
1001 OLD LEBANON DIRT RD
MT. JULIET, TN 37122

CLT# PART OF 75-16 9

Source of Grantor's Title:
Deed recorded in Deed Book
10484, page 816, in the
Register's Office of Davidson
County, Tennessee

o o O o o

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 6th day of June, 1997, between M&M TENNESSEE INVESTMENTS, L.P., a Tennessee limited partnership, hereinafter referred to as "Grantor", and CANDANCE L. BROWNELL, married, a resident of Wilson County, hereinafter referred to as "Grantee."

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and for good and valuable consideration in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto Grantee the following described premises, with the hereditaments and appurtenances thereto appertaining, to-wit: all that real property described on Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the said premises to the said Grantee and its successors and assigns forever.

And Grantor, for itself and its representatives, successors, and assigns, does hereby covenant with Grantee and its representatives, successors, and assigns, that Grantor is lawfully seized in fee simple of the premises herein conveyed; that Grantor has full power, authority, and right to convey the same; that Grantor will forever warrant the title thereto against all persons claiming by, through, or under Grantor; and that such premises are free from all encumbrances except for the lien of current ad valorem real property taxes (for which Grantee hereby assumes the obligation to pay as the same become due and payable), and those encumbrances and restrictions set forth on Exhibit "B" attached hereto.

THE PREPARER OF THIS DEED MAKES NO REPRESENTATION AS TO THE STATUS OF TITLE TO THE PROPERTY DESCRIBED ON EXHIBIT "A" HERETO. THIS DEED HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARER, WHO MAKES NO REPRESENTATION WHATSOEVER.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed this the date first above written.

SELLER:

M&M TENNESSEE INVESTMENTS,
L.P., a Tennessee limited partnership

By M&M Tennessee Corporation, its General Partner

By: Ann P. Garrard
Its: Secretary

STATE OF Tennessee
COUNTY OF Montgomery

Before me, Danette L. Reece, of the state and county aforesaid, personally appeared James P. Girard, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged him self to be the Secretary of M&M Tennessee Corporation, a corporation, which is the General Partner of M&M TENNESSEE INVESTMENTS, L.P., the within named bargainor, a limited partnership, and that he, as such Secretary of the General Partner executed the foregoing instrument for the purpose therein contained by signing the name of the corporation (as General Partner) by himself as Secretary.

WITNESS my hand and seal this 6th day of June, 1997.

Danette L. Reece
Notary Public

My commission expires: July 13, 1998

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I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $350,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Candance L Brownell
Affiant

Subscribed and sworn to before me this 6th day of June, 1997.
by Candance L. Brownell who is personally known to me.

Danette L. Reece
Notary Public

My Commission Expires: July 13, 1998

ccg\dae\spec-01a.m&m

Exhibit "A"

BOOK 10484 PG 880

Legal Description

Land in Davidson County, Tennessee, described as follows:

TRACT #R 5

Being a portion of Tract #5 as shown on The Final Plat of Hermitage Market Place (i.e. recorded in Plat Book 9700, Page 222, and re-recorded in Plat Book 9700, Page 243 R.O.D.C., Tn.), in the Register's Office of Davidson County, Tennessee, and more particularly described as follows:

Beginning at the southwest property corner of the above referenced Tract #R5 and being located on the easterly right-of-way of Old Hickory Boulevard, thence from the point of beginning; North 46° 54' 40" West, following said right-of-way, 93.63 feet to an iron pin; thence leaving said right-of-way; North 42° 56' 34" East, 225.23 feet to an iron pin; thence South 31° 02' 48"East, 132.68 feet to an iron pin; thence South 14° 33' 30" West, 13.99 feet; to an iron pin; thence South 60° 09' 48" West, 84.69 feet to an iron pin; thence following a curve to the left, with a delta of 12° 33' 34", a radius of 320.00 feet, a length of 70.15 feet, a tangent of 35.21 feet, a chord length of 70.01 feet, a chord bearing of South 53° 53' 01" West, to an iron pin; thence South 47° 36' 14" West, 27.02 feet to the point of beginning. Tract #R5 contains 23,279 sq. Ft. or 0.53 acres more or less, as shown on Boundary Survey prepared by Ronnie D. Lowery, RLS No 1685, dated April 21, 1997.

And Being a portion of the property conveyed to M&M Tennessee Limited Investments, L.P., a Tennessee corporation, by deed from Home Depot USA, Inc., a Delaware corporation, of record in Book 10484, page 816, Register's Office for Davidson County, Tennessee;

Together with all easements granted to Credit Suisse Leasing 92A, L.P., its heirs, successors, grantees and assigns by that certain Declaration of Easements, Restrictive Covenants, Conditions and Restrictions of record in Book 10202, page 607, Register's Office for Davidson County, Tennessee; and

Together with all easements and interest granted to Grantor in the Agreement Concerning Access Driveways of record in Book 10484, page 821, in Register's Office for Davidson County, Tennessee; and

Together with all easements and interest in the Declaration of Easements, Restrictive Covenants and Conditions of record in Book 10484, page 833, in Register's Office for Davidson County, Tennessee.

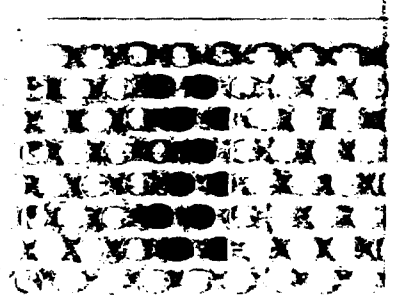
* and being Tract R5 on the Resubdivision of Tract 4 and Tract 5 of Hermitage Marketplace, of record in Book _____, page ____, Register's Office for Davidson County, Tennessee

RECORDER'S MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

EXHIBIT B

- General or special taxes and assessments required to be paid in the year 1997 and subsequent years
- Storm Water Detention Agreement of record in Book 7323, page 649 in the Register's Office of Davidson County, Tennessee
- Matters shown on the Plan of record in Book 9700, page 243 in the Register's Office of Davidson County, Tennessee
- Declaration of Easements, Restrictive Covenants, Conditions and Restrictions in Book 10202, page 607 in the Register's Office of Davidson County, Tennessee
- Agreement Concerning Access Driveways of record in Book 10484, page 821, in Register's Office for Davidson County, Tennessee
- Declaration of Easements, Restrictive Covenants, Conditions and Restrictions of record in Book 10484, page 833, in Register's Office for Davidson County, Tennessee

03 13442
IDENTIF. ↑ REFERENCE
97 JUN -6 PM 4:07
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.
0328 06/06/97 0101 03CHECK 1212.00



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

RECEIVED OF _____

FOR _____

BOOK 10484 PG 882

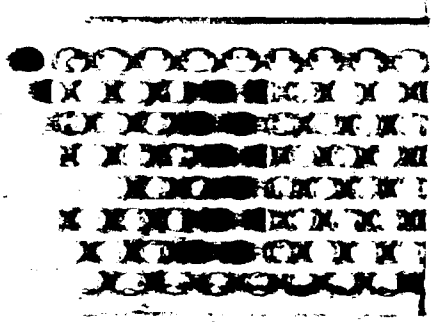
CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			CAMT	
			350000.00	
			CON TX	1295.00
			PRFEE	1.00
			WDEED	16.00
			TOTAL	1312.00
			CHECK	1312.00
06/06/97	01	16:09	0001	0328

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



03134442
IDENTIF. ↑ REFERENCE

97 JUN -6 PM 4:07
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1160244