Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
MTN Outparcel, Inc. c/o George F. Maynard Burr & Foreman, LLP 600 West Peachtree St. Atlanta, GA 30308	11DZ 00010 Map 51 Parcel 155	Same as New Owner
This instrument prepared by: Boult, Cummings, Conners & Berry, PLC (___) 414 Union Street, Suite 1600, P. O. Box 198062, Nashville, TN 37219		

47

SPECIAL WARRANTY DEED BOOK 10681 PG 424

STATE OF TENNESSEE §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF DAVIDSON §

THAT, **AMERICAN GENERAL LIFE AND ACCIDENT INSURANCE COMPANY,** a Tennessee corporation ("Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) in hand paid to Grantor by **MTN OUTPARCEL, INC.** ("Grantee") whose mailing address is c/o George F. Maynard, Burr & Foreman, LLP, 600 West Peachtree Street, Atlanta, Georgia 30308, and other good and valuable consideration, the receipt and sufficiency of which considerations are hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto Grantee that certain tract of real property located in Davidson County, Tennessee as more particularly described on **Exhibit "A,"** attached hereto, incorporated herein and made a part hereof for all purposes, together with any and all appurtenances belonging or appertaining thereto (said real property together with any and all of the related rights and appurtenances being herein collectively referred to as the "Property").

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, his heirs, successors and assigns, forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor but not otherwise; provided that this conveyance and the warranty of Grantor herein contained are subject to (a) the matters herein stated, (b) the matters described on **Exhibit "B,"** attached hereto, to the full extent same are valid and pertain to the Property, (c) any and all matters on the ground that a true and correct survey would reveal, and (d) any and all leases covering or affecting all or any portion of the Property and the rights of tenants thereunder.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF, AS TO, CONCERNING, OR WITH RESPECT TO (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (ii) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, (iii) THE COMPLIANCE OF OR BY THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (iv) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR

FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (v) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDER OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SOLD WASTE, AS DEFINED BY THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATIONS PROMULGATED THEREUNDER. GRANTEE SHALL RELY SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR, ITS AGENTS OR CONTRACTORS. GRANTOR SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF GRANTOR.

For the same consideration, Grantor hereby conveys to Grantee, without any representation or warranty as to title, express or implied, Grantor's interest, if any, in and to adjacent streets, alleys or rights-of-way pertaining to the Land.

All ad valorem taxes and assessments for the Property for the year 1997 have been prorated and Grantee hereby expressly assumes liability for the payment thereof and for subsequent years. If such proration was based upon an estimate of such taxes and assessments for the year 1996, then upon demand Grantor and Grantee shall promptly and equitably adjust all such taxes and assessments as soon as actual figures for these items for calendar year 1997 are available.

EXECUTED on the date of the acknowledgment hereinbelow, to be effective however as of the 10th day of November, 1997.

AMERICAN GENERAL LIFE AND ACCIDENT INSURANCE COMPANY, a Tennessee corporation

By: _____

Name: W. Larry Mask

Title: Real Estate Investment Officer

"GRANTOR"

APPROVED
AS TO CONTRACT COMPLIANCE
PER SPM NO. 132
LAW DEPARTMENT
AGC
CONTROL NO. RE97-481
DATE 11/6/97
SIGNED _____

H1995A:182447-1
016587:0029

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BOOK 10681 PG 426

Personally appeared before me, the undersigned authority in and for the said County and State, on this 6 day of November, 1997, within my jurisdiction, the within-named W. Larry Mask, who acknowledged that he/she is a Real Estate Investment Officer of **AMERICAN GENERAL LIFE AND ACCIDENT INSURANCE COMPANY**, a Tennessee corporation, on behalf of said corporation, and as its act and deed he/she executed the foregoing instrument, on the day and year therein mentioned and he/she is duly authorized by said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6 day of November, 1997.

DAVID MC GINNIS
Notary Public, State of Texas
My Commission Expires
JULY 31, 2001

Notary Public in and for the
State of T E X A S
Printed Name: DAVID MCGINNIS
My Commission Expires: 7/31/2001

STATE OF GEORGIA §
§
COUNTY OF FULTON §

The actual consideration or value, whichever is greater, for this transfer is $ 75,000.00.

MTN OUTPARCEL, INC.,
a Georgia corporation

By: M. Kinette Salter
Name: M. Kinette Salter
Title: President

Subscribed and sworn to before me this 7th day of November, 1997.

Notary Public
My Commission Expires:

Notary Public, Fulton County, Georgia
My Commission Expires Jan. 31, 2000

H1995A:182447-1
016587:0029

EXHIBIT A

BOOK 10681 PG 427

TRACT 2

Being a certain tract of land located in the First Civil District of Nashville, Davidson County, Tennessee and being more particularly described by metes and bounds as follows;

Commencing at a concrete monument (old), said monument being in the west right of way of Gallatin Road at the Southeast corner of Tract 1 described above;

Thence leaving said right of way North 88 degrees 21 minutes 27 seconds West, 34.48 feet to a concrete monument (old), said monument being the true point of beginning of the herein described parcel and in the north right of way of Briley Parkway;

Thence with said right of way of Briley Parkway South 47 degrees 42 minutes 24 seconds West, 142.66 feet to a point;

Thence leaving said right of way North 04 degrees 35 minutes 09 seconds East, 99.11 feet to a concrete monument (old);

Thence South 88 degrees 21 minutes 27 second East, 97.64 feet to the true point of beginning and containing 4,832 square feet or 0.111 acres.

TRACT 2:

Being the same property conveyed to Life & Casualty Insurance Company of Tennessee by deed from TLC Properties, Inc., of record in Book 5700, page 104, Register's Office for Davidson County, Tennessee.

Tract 2 described according to a survey made by Paul C. Sauve, Surveyor, Tennessee No. 1796 with Ragan Smith Associates, 315 Woodland Street, P.O. Box 60070, Nashville, TN 37206-0070, dated September 16, 1997, revised October 14, 1997, revised November 3, 1997.

(Tennessee)

Exhibit B

1. All assessments and taxes due in 19 98 , and thereafter.

2. TRACT NO. 1: Taxes for 1997 in the amount of $56,717.57 are now due and payable. Field Book No. 11DZ 16350, Map 51, Parcel 180 - 16.53 acres.

3. TRACT NO. 2: Taxes for 1997 in the amount of $314.77 are due and payable. Field Book No. 11DZ 00010, Map 51, Parcel 155.

4. TRACT NO. 3: Taxes for 1997 in the amount of $3,732.72 are due and payable. Field Book No. 11dZ 16410, Map 51, Parcel 154.

5. That Certain Lease to S. S. Kresge Company, dated July 17, 1964, a memorandum of which is of record in Book 3808, page 329, Register's Office for said County, as modified by letters dated August 11, 1964, August 24, 1964, June 10, 1965, February 15, 1966, May 24, 1966, and November 7, 1968, which lease was assigned to Life and Casualty Insurance Company of Tennessee by assignment and recorded in Deed Book 3808, page 333, Register's Office for Davidson County, Tennessee, (affects Tract 1 only)

6. Easement dated March 14, 1962, between Olga I. Kennaston and husband, J. B. Kennaston, and Madison Suburban Utility District of Davidson County, Tennessee, of record in Book 3436, page 236, Registers' office for said County. (affects Tract No. 1 only).

7. Lease Agreement dated December 1, 1974, between Life and Casualty Insurance Company of Tennessee and Wiggins and Company, Inc., of record in Book 4875, page 24, Register's Office for said County. (affects Tract No. 1 only).

8. Easement Grant and Agreement dated August 25, 1964, between Maddux Construction Company, Inc., and Riverside Plaza, Inc., of record in Book 3807, page 802, REgister's Office for said County. (affects Tract No. 1 only)

9. Deed of Conveyance for sanitary sewer of record in Book 4016, page 869, Register's Office for said County. (affects Tract No. 1 only).

10. Lease executed on August 8, 1980, between Life and Casualty Insurance Company of Tennessee, a Tennessee corporation, and TLC Properties, Inc., a Louisiana corporation, of record in Book 5700, page 107, Register's Office for Davidson County, Tennessee. (affects Tract No. 2 only).

11. Lease Agreement of record in Book 9474, page 599, Register's Office for Davidson County, Tennessee.

12. Easement Agreement for ingress and egress of record in Book 6014, page 888, Register's Office for said County.

13. Access Rights of the Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 5351, page 881, Register's Office for said County. Access rights retained by Metropolitan Government of Nashville and Davidson County, to, from and across northerly margin of Briley Parkway and all rights of ingress or egress to and from abutting lands in Deed of record in Book 5351, page 887, said Register's Office.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

14. All matters that would be shown on a current survey of the subject property.

15. Subject to chartered right-of-way of the L & N Railroad, if any.

16. All matters set forth on the Plan of record in Minute Book I, pages 108 and 109, and Chancery Book 1, page 20, said Register's Office.

17. All matters shown on survey made by Paul C. Sauve, Surveyor, Tennessee No. 1796 with Ragan Smith Associates, dated September 16, 1997, revised October 14, 1997 and last revised November 3, 1997.

18. Lack of ingress and egress to Tracts 2 and 3 to and from public streets, exospt over and across Tract 1.

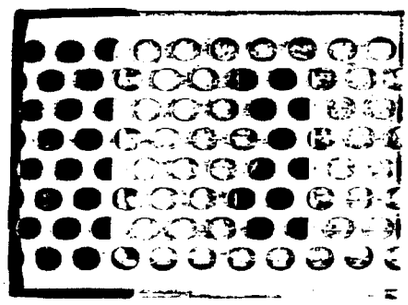
0369104
IDENTIFICATION REFERENCE
97 NOV 12 PM 12:31
FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.
0848 11/12 0101 03CHECK 302.50

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE



RECEIVED OF _____

FOR _____

BOOK 10681 PG 430

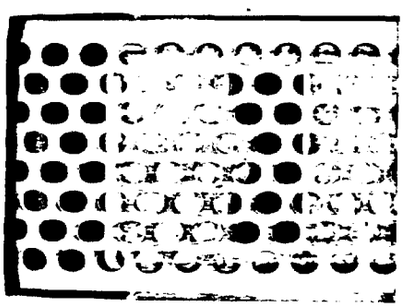
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 75000.00
CON TX 277.50
PRFEE 1.00
WDEED 24.00
TOTAL 302.50
CHECK 302.50

11/12/97 01 12:28 0001 0848

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



0369104
IDENTIF. # REFERENCE

97 NOV 12 PM 12:31
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 1220024