34
41

BOOK 10726 PG 577

SPECIAL WARRANTY DEED

FROM: CBC Limited, a Tennessee limited partnership, Grantor

TO: NOMS, Ltd., an Alabama limited partnership, Grantee

This instrument was prepared by:
Warren H. Wild, Jr.
Farris, Warfield & Kanaday, PLC
424 Church Street, Suite 1900
Nashville, Tennessee 37219

Address New Owner(s) as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes	Map-Parcel Numbers
NOMS, Ltd. c/o Newton, Oldacre & McDonald 200 31st Avenue North Suite 200 Nashville, Tennessee 37203	Same	72-2-141

97 DEC 18 AM 8:55

0381630

IDENTIF. & REFERENCE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Four Hundred Four Thousand Nine Hundred Twenty-eight and No/100 Dollars ($404,928.00).

Wm A Oldacre
Affiant

SUBSCRIBED AND SWORN TO before me, this the 16th day of December, 1997.

Deborah A. Hughes
Notary Public

My Commission Expires: 7/24/99

FOR AND IN CONSIDERATION OF the sum of Four Hundred Four Thousand Nine Hundred Twenty-eight and No/100 Dollars ($404,928.00), the receipt and sufficiency of which are hereby acknowledged, CBC LIMITED, a Tennessee limited partnership ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto NOMS, LTD., an Alabama limited partnership ("Grantee"), its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

The Property is unimproved property known as 3401 Gallatin Road, Nashville, Tennessee

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

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

And Grantor does further covenant and binds its self, its successors and assigns to warrant and forever defend the title to the Property to Grantee, its successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor (other than claims arising from the matters set forth on Exhibit B), but not further or otherwise. This conveyance is expressly made subject to the matters set forth on Exhibit B

Witness my hand this 12 day of December, 1997.

CBC LIMITED, a Tennessee limited partnership

By: Rebel Company, Inc., its general partner

By: _____
R. E. Baulch, Jr., President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Connie L. Edwards, a Notary Public of said County and State, personally appeared R. E. Baulch, Jr., 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 (or other officer authorized to execute the instrument) of REBEL COMPANY, INC., the General Partner of CBC LIMITED, the within named bargainor, a Tennessee limited partnership, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as President of Rebel Company, Inc., the General Partner.

Witness my hand and seal, at Office in Nashville, this 12th day of December, 1997.

Connie L. Edwards
Notary Public

My Commission Expires: 1/27/2001

EXHIBIT A

Property Description

LAND lying in Davidson County, Tennessee, being more particularly described as follows:

Lot 1 on the Plan of Inglewood Retail Center of record in Book 9700, page 518, Register's Office for Davidson County, Tennessee.

BEING a portion of the same property conveyed to CBC Limited, a Tennessee limited partnership, by Deed of Record in Book 7101, page 150, as corrected in Book 7101, page 155, Register's Office for Davidson County, Tennessee.

TOGETHER with Sewer Tap Permit of record in Book 1846, page 550, Register's Office for Davidson County, Tennessee.

EXHIBIT B

Encumbrances

BOOK 10726 PG 580

1. 1997 Taxes, a lien, which are not yet due and payable, which have been prorated and will be paid by Grantee. Tax Parcel Nos. 72-2-141.

2. If improvements are completed after January 1 of any year, the Law requires supplemental assessment for the year in which improvements are completed as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of TCA 67-5-603, et seq.

3. Agreement for Use of record in Book 3946, page 388.

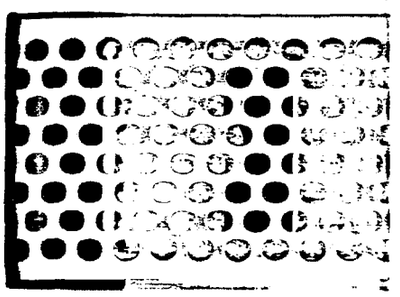
4. All matters shown on Plat recorded in Book 9700, page 518 in said Register's Office and on the plat of record in Book 894, pages 640 and 641 and modified in Book 3710, page 437 said Register's office, to the extent not voided, vacated or superseded.

5. Sewer Perpetual Permit as set forth in instrument recorded in Book 1846, page 550, in said Register's Office.

6. Sanitary Sewer and/or Storm Drainage Easement(s), as set forth in instrument recorded in Book 4854, page 652, in said Register's Office.

7. Sewer Easement(s), as set forth in instrument recorded in Book 498, page 51, in said Register's Office.

2782 12/18 0101 03CHECK 1515.24



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 10726 PG 581

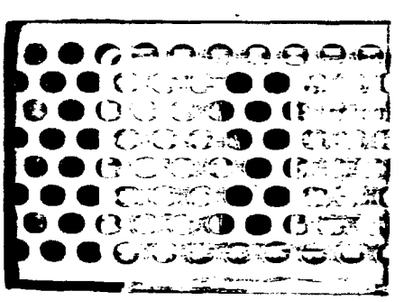
CO - CONVEYANCE	CC - CERTIFIED COPY		MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE		CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE		MO TX - STATE TAX MORT
TD - TRUST DEED			PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT
404928.00
CON TX 1498.24
PRFEE 1.00
~~WDEED 16.00~~
~~TOTAL 1515.24~~
CHECK 1515.24

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

12/18/97 01 08:59 0001 2782



97 DEC 18 AM 8:55

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

0381630
IDENTIF. # REFERENCE

No. 1233529