CTC 3

SEND TAX BILLS TO:

THIS INSTRUMENT PREPARED BY: *
Long, Ragsdale & Waters, P.C. *
1111 Northshore Drive, N.W. *
Suite S-700 *
Knoxville, TN 37919-4074 *

ADDRESS NEW OWNER: *
PIZZA HUT OF AMERICA, INC. *
17901 VON KARMAN, MAIL DROP 711 *
IRVINE, CALIFORNIA 92614 *

OWNER/RESPONSIBLE TAXPAYER:
Pizza Hut of America, Inc.
P. O. Box 35370
Louisville, Kentucky
40232-5370

Source of Grantor's Title:
Deed recorded in Deed
Book 9559, page 719,
in the Davidson County
Register's Office

Tax Parcel No. 142-237

o o o o o

BOOK 11027 PAGE 175

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $ 600,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Sam F. Miller
Affiant

Subscribed and sworn to before me this 17TH day of July 1998.

Brenda L. Lane
Notary Public

My commission expires: 7-23-2001

0464398
IDENTIF. ↑ REFERENCE

98 JUL 20 PM 2:27
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

o o O o o

SPECIAL WARRANTY DEED

THIS INDENTURE, made as of the 17th day of July, 1998, between **BELLEVUE VILLAGE SHOPPING CENTER, L.L.C.**, a Tennessee limited liability company (herein "Grantor") and **PIZZA HUT OF AMERICA, INC.**, a Delaware corporation (herein "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 other 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:

SITUATE in the 35th Councilmanic District of Nashville, Davidson County, Tennessee, and being more particularly bounded and described as shown on Exhibit A attached hereto (the "Property"). The Property is unimproved.

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

And Grantor, for itself, its successors and assigns, does hereby covenant with Grantee, its representatives, successors and assigns, that Grantor will forever warrant and defend the title to the Property against the lawful claims of all persons claiming, by, through or under the Grantor, but not otherwise; and that such Property are free from all encumbrances except for those matters described 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 OTHER THAN IT HAS BEEN ACCURATELY TRANSCRIBED FROM THE INFORMATION PROVIDED. The terms "Grantor" and "Grantee" and any pronouns shall be read in the singular and plural number and in such gender as the context may require.

IN WITNESS WHEREOF, the Grantor executed this instrument the date first above written.

BELLEVUE VILLAGE SHOPPING CENTER, L.L.C.

By: _____

Its: Chief Manager

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, Lee Ellis Smith, of the State and County aforesaid, personally appeared Raymond Zumwalt, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be Chief Manager of **BELLEVUE VILLAGE SHOPPING CENTER, L.L.C.**, the within-named bargainor, a limited liability company, and that he as such Chief Manager, executed the foregoing instrument for the purpose therein contained by signing the name of the company by himself as Chief Manager.

WITNESS my hand and seal this 14th day of July, 1998.

Lee Ellis Smith
Notary Public

My commission expires: 9.25.2001

EXHIBIT "A" BOOK 11027 PAGE 177

(Deed from Bellevue Village Shopping Center, L.L.C. to Pizza Hut of America, Inc.)

Land in Davidson County, Tennessee, being Lot No. 1 on the Final Plat Resubdivision of Sections One, Three and Four of Bellevue Village, of record in Book 9700, page 696-697, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Bellevue Village Shopping Center, L.L.C., by Quitclaim Deed from Stewart F. Kresge, Trustee, of record in Book 9559, page 719, in the Davidson County Register's Office.

dbr\mis\0587.mis
6086-056
June 18, 1998

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EXHIBIT B

(Deed from Bellevue Village to Pizza Hut)

1. Taxes for 1998: A lien, but not yet due or payable.

2. Final Plat Resubdivision of Sections One, Three and Four of Bellevue Village, of record in Book 9700, page 656-657 Register's Office for Davidson County, Tennessee, shows 15-foot minimum setback line from U.S. Highway 70S, 25-foot setback line from south line, 10-foot drainage easement, and drainage easement (Circuit Court C-7/30 - to be abandoned).

3. Easement conveyed to the State of Tennessee of record in Book 7919, page 752, Register's Office for Davidson County, Tennessee (may be applicable).

4. Reciprocal Easement and Development Agreement of record in Book 5364, page 790, in said Register's Office. Amendment to Reciprocal Easement and Development Agreement of record in Book 5579, page 493, in said Register's Office.

5. Restrictive covenant contained in Memorandum of Lease between Stewart F. Kresge, Trustee, and Pic 'N Pay Shoes of Tennessee, Inc., of record in Book 5554, page 395, in said Register's Office.

6. Restrictive covenants contained in Lease between Stewart F. Kresge, Trustee, and Winn-Dixie Louisville, Inc., a Short Form of Lease being of record in Book 5385, page 404, in said Register's Office, as follows:

(1) Landlord agrees with respect to the areas labeled "Reserved parcel A'" and "Reserved parcel B'" as follows: Any buildings which may be constructed on said parcels shall not be allowed to exceed one story nor twenty-two (22) feet in height nor shall exceed in building square footage 25% of the square footage of the parcel. No buildings on said parcels may be used for any business or activity which would violate the exclusive rights of Tenant as set forth in Article 28 hereof or the provisions of Article 6A hereof and may be used only for retail and service businesses. Further, Landlord agrees that pending such uses, said parcels shall be maintained as paved, or as grassed areas and kept free of debris, and grass will be cut.

(2) It is agreed that without the prior written consent of Tenant herein only retail and/or service stores shall be allowed to operate in the shopping center including any enlargement thereof, it being the intent of the parties hereto that no spa, bowling alley, skating rink, bingo parlor, office building, or health recreational or entertainment-type activities, or non-retail or non-service type activities, shall be permitted, provided however, office spaces containing a total of not in excess of ten thousand (10,000) square feet of gross floor area may be permitted in the shopping center on condition however that no office spaces may be located within two hundred fifty (250) feet of the store building demised to Tenant herein.

(3) Landlord covenants and agrees that the Tenant shall have the exclusive right to operate a supermarket in the shopping center and any enlargement thereof. Landlord further covenants and agrees that it will not directly or indirectly lease or rent any property located within the shopping center, or within 1000 feet of any exterior boundary thereof, for occupancy as a supermarket, grocery store, meat, fish or vegetable market, nor will the Landlord permit any tenant or occupant of any such property to sublet in any manner,

directly or indirectly, any part thereof to any person, firm or corporation engaged in any such business without written permission of the Tenant; and Landlord further covenants and agrees not to permit or suffer any property located within shopping center to be used for or occupied by any business dealing in or which shall keep in stock or sell for off-premises consumption any staple or fancy groceries, meats, fish, vegetable, fruits, bakery goods or frozen foods without permission of the Tenant, except the sale of such items is not to exceed the lesser of 500 square feet of sales area or 10% of the square foot area of any storeroom within the shopping center, as an incidental only to the conduct of another business, and except the sales by a specialty ice cream store (selling "hand packed only quality bulk ice cream"), or the sale by a restaurant operation of prepared ready-to-eat food items, either for consumption on or off the premises shall not be deemed a violation hereof.

It is further agreed that only Tenant herein shall have the privilege of operating a delicatessen or any department or concession which would constitute the equivalent thereof in the shopping center including any enlargement thereof.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11027 PAGE 180

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	
				600000.00
			CON TX	2220.00
			PRFEE	1.00
			WDEED	20.00
			CFEE	2.00
			TOTAL	2243.00
			CHECK	2243.00
07/20/98	01		14:24 0001	5631

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0464398
IDENTIF. ↑ REFERENCE
98 JUL 20 PM 2:21
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1321310