Box 36

99 MAR -4 PM 2:46

BUTLER COUNTY REGISTER
BUTLER COUNTY, TN.

RECEIVED & RECORDED
IN BOOK 11368 PAGE 499
BUTLER COUNTY, TENNESSEE
REGISTER OF DEEDS

05566604

THIS INSTRUMENT PREPARED BY:

Robert M. Adams, Esq.
Lathrop & Gage L.C.
2345 Grand Ave., Suite 2400
Kansas City, MO 64108

BOOK 11368 PG. 499

Address of New Owner:	Map-Parcel Numbers:	Send Tax Bills to:
NT Acquisition - Portfolio Two, L.P. 1801 Avenue of the Stars, Suite 1010 Los Angeles, CA 90067	Map 163 -- Parcel 346	Same as New Owner

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

This Indenture, made as of the date set forth below, between **BUTLER REAL ESTATE, INC.,** a Delaware corporation, of the County of Jackson and State of Missouri, whose mailing address is BMA Tower, One Penn Valley Park, Kansas City, MO 64108 ("Grantor"), and **NT ACQUISITION-PORTFOLIO TWO, L.P.,** a Delaware limited partnership, whose mailing address is 1801 Avenue of the Stars, Suite 1010, Los Angeles, CA 90067 ("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 other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which consideration is hereby confessed and acknowledged, has **BARGAINED** and **SOLD** and by these presents **TRANSFERS** and **CONVEYS** to Grantee (a) that certain real property, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference; and (b) all rights and appurtenances of Grantor pertaining thereto including any right, title and interest of Grantor (but without warranty, whether statutory, express or implied) in and to adjacent streets, alleys or rights-of-way.

The property and property rights described in (a) and (b) above shall be hereinafter collectively referred to as the "Subject Property."

The conveyance of the Subject Property is made by Grantor and accepted by Grantee subject to the matters set forth in **Exhibit "B"** attached hereto and incorporated by reference herein for all purposes (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever; and Grantor, for its successors, assigns and legal representatives, does covenant and agree to and with the Grantee, its successors and assigns, that Grantee is lawfully seized in fee of the aforesaid premises, that the same are free of all encumbrances (subject, however, to the Permitted Exceptions), that it has good right to sell and convey the same to Grantee as aforesaid and that it will warrant and forever defend, all and singular, the Subject 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.

IN WITNESS WHEREOF, the Grantor has executed this Deed as of the 17th day of February, 1999.

BUTLER REAL ESTATE, INC., a
Delaware corporation

By: _____
Thomas J. Hall, President

Signed, sealed and delivered in
the presence of:

_____
Witness

_____
Witness

STATE OF MISSOURI)
)
COUNTY OF JACKSON)

The actual consideration or value, whichever is greater, for this transfer is $8,914,700.00.

Affiant: Thomas J. Hall

Subscribed and sworn to before me this 17th day of February, 1999.

Notary Public

My commission expires: _____

SARAH L. HARRIS
Notary Seal - Notary Public
STATE OF MISSOURI
Jackson County
My Commission Expires: Feb. 18, 2000

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BEFORE ME, the undersigned authority, on this day personally appeared Thomas J. Hall, the President of BUTLER REAL ESTATE, INC., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Witness my hand and seal of office this 17th day of February, 1999.

Sarah L. Harris
Notary Public

Sarah L. Harris
Printed or Typed Notary Name

(Affix Notary Seal)

My commission expires:

SARAH L. HARRIS
Notary Seal - Notary Public
STATE OF MISSOURI
Jackson County
My Commission Expires: Feb. 18, 2000

#15290

EXHIBIT "A"

Being a certain tract of land lying in the 28th Councilmanic District of Davidson County, Tennessee, and bounded generally by Hickory Hollow, Ltd. in the north, Crossings Blvd. in the east, Hickory Downs Development, Inc. in the south, and Interstate 24 in the west, and being Lot No. 2 as shown on the Plan of The Crossings at Hickory Hollow, Phase II, of record in Book 9700, page 511, Register's Office for Davidson County, Tennessee, more particularly described according to survey by Thomas, Miller & Partners, Kevin A. Edmonson, Tenn. R.L.S. No. 1515, dated January 25, 1999, as follows:

Beginning at an iron pin (new) at the southeast corner of the Hickory Hollow, Ltd. property (Deed Book 7034, page 488) and in the west margin of Crossings Boulevard;

Thence, with the westerly margin of Crossings Boulevard, along a curve to the left having a central delta angle of 23 deg. 28 min. 09 sec., a radius of 2341.83 feet, an arc length of 959.25 feet, and a chord bearing and distance of South 29 deg. 21 min. 47 sec. East, 952.56 feet to a punch-out in the sidewalk (old) at the northeast corner of Hickory Downs Development, Inc. (Deed Book 9534, page 423);

Thence, with the north line of Hickory Downs Development, South 45 deg. 08 min. 36 sec. West, 403.61 feet to an "x" in a rock in the easterly right-of-way of the Interstate 24 off-ramp to Hickory Hollow Parkway;

Thence, with easterly right-of-way of Interstate 24 off-ramp for the next seven calls:

North 41 deg. 40 min. 31 sec. West, 29.69 feet to an iron pin (old) as set by RLS #1512;

Along a curve to the left having a central delta angle of 03 deg. 55 min. 18 sec., a radius of 5899.58 feet, an arc length of 403.81 feet, and a chord bearing and distance of North 43 deg. 38 min. 10 sec. East, 403.73 feet to an iron pin (new);

North 46 deg. 27 min. 45 sec. West, 100.91 feet to a concrete monument (old);

North 36 deg. 37 min. 53 sec. West, 120.32 feet to an iron pin (old) as set by RLS #1512;

North 28 deg. 42 min. 38 sec. West, 144.48 feet to a concrete monument (old);

North 24 deg. 16 min. 01 sec. West, 400.16 feet to a concrete monument (old);

North 31 deg. 50 min. 12 sec. West, 101.35 feet to an iron pin (old) as set by RLS #1512 at the southwest corner of the aforementioned Hickory Hollow, Ltd.;

Thence, with the south line of Hickory Hollow, Ltd. for the next two calls:

South 83 deg. 59 min. 42 sec. East, 295.40 feet to an iron pin (old) as set by RLS #1512;

North 71 deg. 04 min. 42 sec. East, 270.48 feet to the point of beginning and containing 508,856.30 square feet, or 11.68 acres, more or less.

Being the same property conveyed to conveyed to Butler Real Estate, Inc., a Delaware corporation, by Special Warranty Deed from Hickory Downs Development, Inc., a Delaware corporation, of record in Book 10722, page 101, Register's Office for Davidson County, Tennessee.

Said Property being benefitted by an adjacent No-Build Area as set forth in Declaration of No-Build Area dated December 15, 1997, by Hickory Downs Development, Inc., a Delaware corporation, of record in Book 10722, page 114, Register's Office for Davidson County, Tennessee.

3829 03/04 0101 03CHECK 33015.39

EXHIBIT "B"

Permitted Exceptions

BOOK 11368 PG. 505

1. Taxes and assessments for 1999 and subsequent years, a lien, but not yet due and payable.

2. Covenants, conditions, restrictions, reservations, easements, liens for assessments and other matters set forth in that certain Declaration of Protective Covenants and Owners Association of record in Book 7963, page 145, re-recorded in Book 7966, page 60, and amended by instrument of record in Book 8085, page 402, and Book 9730, page 957, and supplemented by Supplemental Declaration of Protective Covenants of record in Book 10722, page 95, Register's Office for Davidson County, Tennessee.

3. Matters shown on plan of record in Book 7900, page 229, and Book 9700, page 511, as amended by Surveyor's Certificate of Correction in Book 10728, page 740, in said Register's Office.

4. Easement Agreement by and between Butler Real Estate, Inc., Grantor, and The Crossings at Hickory Hollow Association, Grantee, of record in Book 10722, page 119, in said Register's Office.

5. Easement Agreement between Butler Real Estate, Inc., and Hickory Hollow, Limited Partnership, of record in Book 10768, page 835, in said Register's Office.

6. Terms and conditions of Lease Agreement between Butler Real Estate, Inc., Lessor, and Garden Ridge, L.P., Lessee, evidenced by Memorandum of Lease of record in Book 10722, page 129, in said Register's Office.

7. Matters disclosed by ALTA/ASCM Land Title Survey by Thomas Miller & Partners, Kevin A. Edmonson, Tenn. R.L.S. No. 1515, dated January 25, 1999.

8. Easements, covenants, conditions and restrictions of record, if any.

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11368 PG. 506

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	CFEE - COMPUTER FEE	PRFEE - PROBATE FEE

0556604

IDENTIF. ↑ REFERENCE

99 MAR -4 PM 2:46

BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

CAMT
8914700.00
CON TX 32984.39
PRFEE 1.00
WDEED 28.00
CFEE 2.00
TOTAL 33015.39
CHECK 33015.39

03/04/99 01 14:44 0001 3829

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1433004