Box 44

BOOK 11747 PAGE 53

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Southeast U.S. Retail Fund, L.P. c/o First Management Services 333 Union Street, Suite 400 Nashville, TN 37201	Map 84-16, Parcel 119 Map 95-4, Parcels 8 and 241	Same
This instrument prepared by: Boult, Cummings, Conners & Berry, PLC (JGCjr) 414 Union Street, Suite 1600, P.O. Box 198062, Nashville, TN 37219		

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, BVT DONELSON SHOPPING CENTER, LTD., a Tennessee limited partnership (the "Grantor"), has bargained and sold, and by these presents transfers and conveys to SOUTHEAST U.S. RETAIL FUND, L.P., a Tennessee limited partnership (the "Grantee"), Grantee's successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference, together with all improvements situated thereon and all right, title and interest of Grantor in and to any easements and rights-of-way adjoining and abutting said land and any covenants and other rights appurtenant thereto (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the matters set forth in Exhibit B, which is attached hereto and incorporated herein by reference.

This is improved property, known as the Donelson Shopping Center located at or near the intersection of Lebanon Pike and McGavock Pike in Nashville, Tennessee.

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

Grantor covenants with the Grantee that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth herein.

Grantor further covenants and binds itself, its successors and representatives, to warrant and forever defend the title to the Property to the Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantor, except that no warranty is made as to the amount of acreage in the Property.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $3,650,000.00.

Ronald B. Bennett
Affiant

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

Wesley D. Turner
Notary Public
My Commission Expires: 3/29/03

99 NOV 18 PM 1:35

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2541 11748 0101 03CHECK 13528.00

0604887.01
012455-016 11/16/1999

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed on this 17 day of November, 1999.

BVT DONELSON SHOPPING CENTER, LTD.

By: BVT Management Services, Inc.,
General Partner

By: _____
Name: J. Greer Cummings, Jr.
Title: Assistant Secretary

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Wesley D. Turner, Notary Public, J. Greer Cummings, Jr., with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained and further acknowledged that he is an Assistant Secretary of BVT Management Services, Inc., a Tennessee corporation which is a general partner of BVT Donelson Shopping Center, Ltd., a Tennessee limited partnership, and is authorized by said corporation, said corporation being authorized by BVT Donelson Shopping Center, Ltd., to execute this instrument on behalf of BVT Donelson Shopping Center, Ltd.

Witness my hand, at office, this 12 day of November, 1999.

_____
Notary Public

My Commission Expires: 3/29/03

EXHIBIT A

Land in Davidson County, Tennessee, being Lots Nos. 1 and 1A, as shown on the plan of the resubdivision of Lot No. 1, The Kroger Co. and Donelson Development Co., Inc. Commercial tracts recorded September 1, 1978 in Plat Book 5200, page 84, Register's Office for Davidson County, Tennessee, and Lot No. 2, as shown on the Subdivision Plat for The Kroger Co. and Donelson Development Co., Inc. commercial tracts recorded November 8, 1972, in Plat Book 4460, page 116, Register's Office for Davidson County, Tennessee, and said tracts are described together according to a survey prepared by McConnell Engineering under date of July 17, 1985, updated October 12, 1987, April 21, 1994, and January 18, 1999, as follows:

Beginning at a new P.K. Nail on the easterly right-of-way of McGavock Pike, said point being 208 feet, more or less, North from the centerline of Lebanon Road, and being the southwest corner of Lot No. 1A, as shown on the Plan of record in Book 5200, page 84, Register's Office for Davidson County, Tennessee; thence, with the right-of-way of McGavock Pike North 4 deg. 10' 44" East, 228.84 feet to a new P.K. Nail; thence continuing with the right-of-way of McGavock Pike North 4 deg. 55' 11" East, 341.92 feet to a point in the southeast corner of the intersection of Park Drive, a 50-foot street, and McGavock Pike, a 50-foot street; thence, with the southerly right-of-way of Park Drive, North 89 deg. 20' 57" East, 330.79 feet to an old iron rod; thence, leaving said right-of-way South 2 deg. 3' 28" East, 263.45 feet to a new iron rod; thence, North 81deg. 51' 32" East, 5.42 feet to an old iron rod in concrete by post; thence, South 10 deg. 32' 00" East, 397.07 feet to a P.K. Nail in the northerly right-of-way of Lebanon Road; thence, with the northerly right-of-way of Lebanon Road, South 79 deg. 9' 13" West, 312.01 feet to a P.K. Nail; thence, North 9 deg. 10' 51" West, 162.6 feet to a new iron rod; thence, South 80 deg. 42' 54" West, 133.35 feet to the point of beginning.

Being the same property conveyed to BVT Donelson Shopping Center, Ltd., by deed from BVT Management Services, Inc., of record in Book 7530, page 534, Register's Office for Davidson County, Tennessee.

EXHIBIT B

1. Real property taxes for 1999 and subsequent years;

2. All matters shown on the Plan of record in Book 4460, page 116, Register's Office for Davidson County, Tennessee, as amended by instruments of record in Book 4770, page 479, and in Book 4830, page 280, said Register's Office;

3. All matters shown on the Plan of record in Book 5200, page 84, Register's Office for Davidson County, Tennessee;

4. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, of record in Book 4305, page 831, Register's Office for Davidson County, Tennessee;

5. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, of record in Book 4846, page 740, Register's Office for Davidson County, Tennessee;

6. Easement for street drainage purposes, of record in Book 8463, page 437, Register's Office for Davidson County, Tennessee;

7. Terms, provisions, requirements, conditions, obligations, agreements, and stipulations contained in the lease from Four Star Properties, Inc. to The Kroger Co., of record in Book 4632, page 826, Register's Office for Davidson County, Tennessee, as amended by Amended Lease of record in Book 6271, page 775, said Register's Office;

8. Terms, provisions, requirements, conditions, obligations, agreements, and stipulations contained in the lease from Four Star Properties, Inc. to Super X Drugs of Texas, Inc., of record in Book 4633, page 803, Register's Office for Davidson County, Tennessee;

9. Terms, conditions, and provisions of that certain Ground Lease between First and Mid-South Advisory Company, a Tennessee corporation, and Entrekin, Trustee, referred to as "Sublessor," and Ty Samples, an individual, referred to as "Sublessee," of record in Book 5375, page 56, Register's Office for Davidson County, Tennessee, said Ground Lease having been re-recorded in Book 5379, page 52, said Register's Office, and having been assigned to Florida Eastern Development and Management Corp., by instrument of record in Book 5877, page 907, as corrected in Book 6832, page 231, said Register's Office;

10. Terms, conditions, and provisions of the Lease Agreement dated March 28, 1978, between Tyrone Samples, Lessor, and Pizza Hut of Knoxville Corporation, Lessee, as disclosed by Notices of Lease of record in Book 5325, page 668, in Book 5379, page 42, and in Book 5503, page 268, Register's Office for Davidson County, Tennessee;

11. Attornment and Non-Disturbance Agreement, of record in Book 5379, page 65, and in Book 5379, page 70, Register's Office for Davidson County, Tennessee;

12. Assignment of Tenant's Lease by Tyrone Samples, in favor of Florida Eastern Development and Management Corp., of record in Book 5877, page 918, Register's Office for Davidson County, Tennessee;

13. Consent to Assignment of Pizza Hut Lease, of record in Book 5877, page 922, Register's Office for Davidson County, Tennessee;

14. Consent to Assign Ground Lease, of record in Book 5877, page 910, Register's Office for Davidson County, Tennessee;

15. Assignment of Ground Lease, Sublease and Guaranty, of record in Book 8869, page 527, Register's Office for Davidson County, Tennessee;

16. Amendment to Ground Lease, of record in Book 8904, page 214, Register's Office for Davidson County, Tennessee;

17. Assignment of Tenant Leases, of record in Book 9347, page 991, Register's Office for Davidson County, Tennessee;

18. Assignment of Leases and Service and Management Contracts, of record in Book 9348, page 1, Register's Office for Davidson County, Tennessee;

19. All matters shown on the survey prepared by MEC, Inc., dated July 17, 1985, updated October 12, 1987, April 21, 1994, and last revised January 18, 1999 (Joseph C. McConnell, Registered Land Surveyor, License No. 992), and the surveyor's report dated November 17, 1999; and

20. Rights or claims of tenants in possession, as tenants only, under unrecorded leases.

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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

06 08539

99 NOV 18 PM 1:35

CAMT
3650000.00
CON TX 13505.00
PRFEE 1.00
WDEED 20.00
CFEE 2.00
TOTAL 13528.00
CHECK 13528.00

11/18/99 01 13:36 0001 2541

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1540200