Box 36

(1)

SPECIAL WARRANTY DEED

THIS DEED, made and entered into this the 18th day of April 2000, by and between **LOWE'S HOME CENTERS, INC.**, a North Carolina corporation, a North Carolina corporation, (hereinafter called the "Grantor"); and **BRINKER REAL ESTATE TRUST 1999-1**, a Delaware owner trust, (hereinafter called the "Grantee").

WITNESSETH:

That for and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee, that certain piece or parcel of real property situated and being in the City of Hermitage, Davidson County, Tennessee, and more particularly bounded and described as follows:

See Attached Exhibit "A"

SUBJECT TO the matters expressly set forth on attached Exhibit "B" and the deed restrictions incorporated on attached Exhibit "C", Grantor will warrant specially and forever defend the right and title to the real property conveyed herein unto Grantee, its successors and assigns, against the lawful claims of persons claiming by, through or under Grantor, but not further or otherwise.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, together with all of the rights, easements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Grantor does hereby declare under penalty as provided by law that the consideration paid for this transfer is Seven Hundred Thousand Dollars ($700,000.00).

IN WITNESS WHEREOF, Grantor has caused its corporate name to be hereunto signed by its proper officer thereunto duly authorized this day and date first above written.

Instr:200005020043635 Page: 1 OF 5
REC'D FOR REC 05/02/2000 9:22:41AM
RECORD FEE: $23.00
M. TAX: $0.00 T. TAX: $2590.00

LOWE'S HOME CENTERS, INC.

By: David E Shelton (SEAL)
David E. Shelton
Sr. Vice President

STATE OF NORTH CAROLINA)

: ss

COUNTY OF WILKES)

Before me, the undersigned authority, of the State and County aforesaid, personally appeared **David E. Shelton**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Senior Vice President of Lowe's Home Centers, Inc., a North Carolina corporation, the within named bargainor, and that he as such officer, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as its Senior Vice President.

WITNESS my hand and seal, at office, this the 18th day of April 2000.

Ann M. Perkins
Notary Public

My commission expires: May 26, 2001

ANN M. PERKINS NOTARY PUBLIC WILKES COUNTY, N.C.

(FOR RECORDING DATA ONLY)

I hereby swear or affirm that, to the best of Affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property, whichever is greater, is $700,000.00 which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 20th day of April 2000.

Notary Public

My Commission expires: _____

Notary Public
MARK GRAHAM
79 South Main
Salt Lake City, Utah 84111
My Commission Expires
September 10, 2002
State of Utah

Property Address:	Old Hickory Boulevard Hermitage, TN
Property Owner and Address, and Mail Tax Bills to:	Brinker Real Estate Trust 1999-1 6820 LBJ Freeway Dallas, TX 75240-6515
Tax Map & Parcel ID:	75-035.00
This Instrument prepared by:	LOWE'S HOME CENTERS, INC. Box 1111 North Wilkesboro, NC 28656
Return after recording to:	ATTN: Donna Herr Brinker International, Inc. 6820 LBJ Freeway Dallas, TX 75240-6515

#16231

EXHIBIT "A"

PARCEL A:

Land in Davidson County, Tennessee, being Lot 4 as shown on the Final Plat, Resubdivision of the Lowe's Home Centers Tract of record as Instrument No. 200004260041279 in the Register's Office for Davidson County, Tennessee.

Being part of the same property conveyed to Lowe's Home Centers, Inc. by Deed from Resolution Trust Corporation dated January 22, 1992, of record in Book 8535, page 34, in the Register's Office for Davidson County, Tennessee.

PARCEL B:

Non-exclusive easements for Ingress, Egress, Utility Facilities, Construction and for other purposes over and across the common area as set forth in that certain Declaration of Restrictive Easements, Covenants and Restrictions Agreement by and between Lowe's Home Centers, Inc., a North Carolina corporation, and First Security Bank, N.A., as Owner Trustee of Brinker Real Estate Trust 1999-I, recorded as Instrument No. 20000502043636 in the Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

This affidavit is made subject to (i) any zoning, restrictions, prohibitions or other requirements imposed by governmental authority and (ii) any exceptions, restrictions, conditions, easements or liens of record or that would be disclosed by a current American Land Title Association ("ALTA") survey of the property in addition to the following:

1. Taxes and assessments for 2000 and subsequent years, a lien, but not yet due and payable.

2. Survey by Palmer Engineering, James D. Mayo, Tenn. R.L.S. No. 2110, Job No. 99-386, dated April 11, 2000, shows a 74 foot building setback line from Old Hickory Boulevard, a 10 foot scenic / landscape easement along Old Hickory Boulevard; a 15 foot overhang easement along railroad right-of-way; location of Easements granted to the Metropolitan Government of Nashville and Davidson County , Electric Power Board, of record in Book 5647, Page 515, and Book 3948, Page 777, Register's Office for Davidson County, Tennessee, and location of Joint Access Easement.

3. Matters shown on Final Plat of Resubdivision of the Lowe's Home Center Tract of record in Instrument No. 20000426004127 9 , Register's office for Davidson County, Tennessee.

4. Matters shown on plan of record in Book 7900, page 368, Register's Office for Davidson County, Tennessee, including, but not limited to a 15' overhang easement adjacent to Nashville Eastern Railroad along the west property line.

5. Covenants and Restrictions Agreement by Baptist Hospital 1995 Trust and Lowe's Home Centers, Inc., of record in Book 9675, page 950, in said Register's Office, as same may affect the property to be conveyed.

6. Declaration of Restrictive Covenants and Easement Agreement between Lowe's Home Centers, Inc., and Apple South, Inc., of record in Book 8733, page 233.

7. Declaration of Restrictive Easements, Covenants and Restrictions Agreement by and between Lowe's Home Centers, Inc., a North Carolina corporation, and First Security Bank, N.A., as Owner Trustee of Brinker Real Estate Trust 1999-1, an owner's trust, of record as Instrument No. 20000502-0013636 ___ in the Register's Office for Davidson County, Tennessee.

8. Subject to the right of way of Old Hickory Boulevard.

9. Subject to any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of ways for public utilities applicable to this property.

EXHIBIT "C"

DEED RESTRICTIONS

For a period of twenty (20) years from the date of recordation of the Deed, Grantee, its successors and assigns, shall not use or permit the occupancy or use of any space upon the Property for the purposes set forth herein and shall not use or permit the occupancy or use of any space upon any adjoining real property that makes use of the Property for access, parking or as part of a larger unified development for the purposes set forth herein, said purposes as follows:

(A) Paint Store;
(B) Appliance Store;
(C) Home Electronics Store;
(D) Lawn and Garden Store;
(E) Hardware Store;
(F) Lumber Yard;
(G) Decorating Center (floor and/or wall coverings);
(H) Building Supply Center;
(I) Home Improvement Center; and
(J) Home Improvement Warehouse.

These restrictions or exclusive rights shall also apply to prohibit a larger business having space in its store devoted to selling the categories of merchandise commonly sold by the above referenced types of businesses.