Box 36

THIS INSTRUMENT PREPARED BY:
David B. Herbert, Reg. #3462
ORTALE, KELLEY, HERBERT & CRAWFORD
200 Fourth Avenue North
Nashville, TN 37219-8985
File No. 162948P
RETURN TO FILE BOX 36

Instr:200007030065950 Page: 1 OF 3
REC'D FOR REC 07/03/2000 1:43:14PM
RECORD FEE: $15.00
M. TAX: $0.00 T. TAX: $1387.50

SPECIAL WARRANTY DEED

Name and Address of New Owner:
Las Palmas Enterprises Partnership
5511 Charlotte Pike
Nashville, TN 37209

Send Tax Bills To:

Same as Above

Street Address of Subject Property:	**Map-Parcel No:**
Lot 8B, The Hermitage Market Place **Hermitage, TN**	**86-347**

For and in consideration of the sum of THREE HUNDRED SEVENTY FIVE THOUSAND AND 00/100- ($**375,000.000**), the receipt and adequacy of which are hereby acknowledged, **FIRST TENNESSEE BANK NATIONAL ASSOCIATION,** hereinafter called the Grantor, has bargained and sold and by these presents does transfer and convey unto **LAS PALMAS ENTERPRISES PARTNERSHIP,** hereinafter called the Grantee, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot 8B as shown on Final Plat to Resubdivide Lot 8 in Hermitage Market Place, of record as Instrument No.200006290064900, in the Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate legal description.

Being a portion of the same property conveyed to First Tennessee Bank National Association by Substitute Trustees' Deed from John C. Phipps, II and Randal S. Mashburn, Substitute Trustees, of record in Book 8167, page 714, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

See Exhibit A for "Permitted Exceptions"

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, to the Grantee, its heirs, successors and assigns, forever.

And the Grantor covenants with the Grantee, that it is lawfully seized and possessed of said land in fee simple, possessing a good right to convey it, and that the said land is free from all encumbrances made or suffered by the Grantor, except to the extent otherwise set forth herein.

The Grantor further covenants and binds itself, its successors and representatives to warrant and defend the title to the said land to the Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, the Grantor has caused its name to be signed hereto by its duly authorized officer on this the 30th day of June, 2000.

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

BY: _____
DAVID W. ELLIS
TITLE: VICE PRESIDENT

STATE OF TENNESSEE]

COUNTY OF DAVIDSON]

Before me, the undersigned, a Notary Public in and for said State and County aforesaid, personally appeared David W. Ellis, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged him self to be the Vice President of First Tennessee Bank National Association, a corporation, the within named bargainor, and that as such Vice President being authorized so to do, executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal, at Nashville, Tennessee, this 30th day of June, 2000.

NOTARY PUBLIC
My commission expires:

DAVID B. HERBERT NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.
My Commission Expires March 24, 2001

STATE OF TENNESSEE]

COUNTY OF DAVIDSON]

The actual consideration or value, whichever is greater for this transfer is $ 375,000.00.

Notary Public
My Commission Expires:

DAVID B. HERBERT NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.
My Commission Expires March 24, 2001

#16294

EXHIBIT "A"

Permitted Exceptions

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

2. Matters shown on Plat of record as Instrument No. 200006290064900 in the Register's Office for Davidson County, Tennessee, including notation that Lot 8B is located within the 100-year flood area.

3. Declaration of Easements, Restrictive Covenants, Conditions and Restrictions of record in Book 10202, page 607, in said Register's Office.

4. Non-Exclusive Temporary Easement for Ingress and Egress and Additional Restrictions as to Lot 8, Hermitage Marketplace, dated December 30, 1998, of record in Book 11277, page 976, in said Register's Office.

5. Reciprocal Cross Parking Easement Agreement of record in Book 11277, page 984, in said Register's Office.

6. Easement for anchor installation and maintenance of equipment and ingress/egress to Metropolitan Government of record in Book 5647, page 515, in said Register's Office.

7. Fifty foot easement to Metropolitan Government of record in Book 3948, page 777, in said Register's Office.

8. Easement to Cumberland Water company for sanitary sewerage of record in Book 3309, page 135, in said Register's Office.

9. Easement for driveway by and between William A. Reese and wife, Doris M. Reese, and 30 Acre Joint Venture of record in Book 6983, page 998, and as shown on plat of record in Book 11190, page 36, ins aid Register's Office.

10. Subject to easements set forth in Deed of record in Book 11277, page 967, in said Register's Office.