Address New Owner:
Harry W. Fletcher
1907 Demarius Drive
Nashville, TN 37216

Send Tax Bills to:
Same

Map - Parcel
96-1-144

Box 28

00801-43

SPECIAL WARRANTY DEED

THIS INDENTURE is made on November 21, 2000 by and between **Chillicothe Properties, Inc.**, a Missouri corporation 1100 Main Street, Kansas City, Missouri 64105 ("**Grantor**") and **Harry W. Fletcher, Jr.**, whose address is 1907 Demarius Drive, Nashville, TN 37216 ("**Grantee**").

In consideration of the sum of $10.00 and other consideration paid to it by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor does by these presents SELL and CONVEY to Grantee, the real property in Davidson County, Tennessee, legally described as follows ("**Premises**"):

> Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of Donelson Plaza Subdivision of record in Book 5200, Page 381, Register's Office for said County, to which plan reference is hereby made for a more complete description.
>
> Being part of the same property conveyed to Chillicothe Properties, Inc., a Missouri corporation, by deed from Bank Midwest, N.A. of record in Book 10088, Page 361, said Register's Office.

TO HAVE AND TO HOLD the Premises, with all rights, privileges, appurtenances, and immunities belonging or pertaining thereto, unto Grantee and Grantee's heirs (if any), successors, and assigns forever. Grantor covenants that the Premises are free and clear from any encumbrance done or suffered by Grantor; and that Grantor will warrant and defend the title to the Premises unto Grantee and Grantee's heirs (if any), successors, and assigns forever, against the lawful claims and demands of all persons claiming under Grantor; subject, however, to:

> **a)** the lien of real estate taxes and assessments for the year 2000; **b)** the easement reserved and the restrictions created below; and **c)** all other covenants, conditions, restrictions, easements, rights of way, reservations, zoning ordinances, and other encumbrances of record.

From and after the recording of this Deed, the Premises shall be subject to the following restrictive covenants:

> No portion of the Premises shall be used or operated as a vehicle storage lot, a used car lot, a thrift store or any other retail business involving the sale of used clothing or goods, or any other use except retail sales of new goods, restaurant or office uses without the prior written consent of Grantor, or any successor or assign of Grantor which may hereafter own the majority of the property known as Donelson Plaza Shopping Center and owned by Grantor on the date hereof ("**Successor**"). The foregoing provision shall not prevent the use of any portion of the Premises for ingress, egress, and parking of vehicles incident to any use permitted above. The foregoing restrictions shall run with the land and be binding upon the Premises for a period of 10 years after the recording date of this Deed, unless released or modified by a written instrument executed by Grantor or a Successor of Grantor and recorded in the deed records of Davidson County, Tennessee. The contents of any such releasing or modifying instrument shall be within the absolute discretion of Grantor or its Successor.

The legal description of the "property known as Donelson Plaza Shopping Center and owned by Grantor on the date hereof" as referenced above is set forth in a separate affidavit which is being executed by Grantor concurrently with this Deed, and recorded after this Deed.

Grantor hereby reserves, on behalf of itself and its successors and assigns, a non-exclusive perpetual easement over a portion of the Premises for ingress, egress, and access and to use, operate, inspect, repair, construct, maintain, replace and remove a sign thereon, as more fully set forth in that certain Access and Use Easement of even date executed by Grantee in favor of Grantor, to be recorded after this Deed.

Davidson County DEEDWARR
Recvd: 11/28/00 15:14 2pgs
Fees:11.00 Taxes:1295.00
20001128-0116821

IN WITNESS WHEREOF, Grantor has executed this indenture on the date above written.

GRANTOR:

Chillicothe Properties, Inc.

By: _____
Amy Dickinson Holewinski, President

Acknowledgment

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this 21 day of November, 2000, before me appeared **Amy Dickinson Holewinski**, to me personally known, who being by me duly sworn, did say that she is the President of **Chillicothe Properties, Inc.**, a Missouri corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and said **Amy Dickinson Holewinski** acknowledged execution of the foregoing instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My Commission Expires:

DEBORAH L. GABERT
Notary Public - State of Missouri
Jackson County
My Commission Expires: October 15, 2004

_____
Notary Public

State of Tennessee)
County of Davidson)

The actual consideration or value, whichever is greater, for this transfer is $350,000.00.

Subscribed and sworn to before me, this 28th day of November, 2000.

_____
Notary Public

My Commission expires: 7-26-2003

This instrument prepared by:
James W. Clemons, Attorney
1100 Main Street, Suite 350
Kansas City, MO 64105