Davidson County DEEDWARR
Recvd: 03/20/01 15:40 4pgs
Fees:19.00 Taxes:12261.80
20010320-0026843

SPECIAL WARRANTY DEED

TO: ELYSIAN FIELDS SHOPS, LLC, a Tennessee limited liability company

FROM: LIFE INVESTORS INSURANCE COMPANY OF AMERICA, an Iowa corporation

This instrument was prepared by:
C. Mark Carver, Esq.
Sherrard & Roe, PLC
424 Church Street, Suite 2000
Nashville, TN 37219

Address New Owner(s) as Follows:	Send Tax Bills To:	Map/Parcel Numbers
Elysian Fields Shops, LLC, a Tennessee limited liability company 3200 West End Avenue, Suite 401 Nashville, Tennessee 37203-1330	Same	133-15-145

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $3,314,000.00.

Affiant

Sworn to and subscribed before me, this 20th day of March, 2001.

Notary Public

My Commission Expires: 11-12-2003

SPECIAL WARRANTY DEED

STATE OF IOWA)
) SS:
COUNTY OF LINN)

KNOW ALL MEN BY THESE PRESENTS:

That Life Investors Insurance Company of America, an Iowa corporation, whose address is 4333 Edgewood Road N.E., Cedar Rapids, Iowa 52499, which is hereinafter referred to as the "Grantor", for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration paid to the Grantor by Elysian Fields, Shops, LLC, a Tennessee limited liability company, who is hereinafter referred to as the "Grantee", the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto the Grantee, all of that certain real property lying and being situated in the County of Davidson, State of Tennessee, which is described more particularly in Exhibit "A", attached hereto and incorporated herein for all purposes, together with any and all buildings and other improvements situated thereon, which real property, buildings and improvements are hereinafter collectively referred to as the "Property".

This conveyance is expressly made subject to each of those matters that is set forth in Exhibit "B", which Exhibit is attached hereto and incorporated herein for all purposes, all of which matters are hereinafter collectively referred to as the "Permitted Title Exceptions".

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging and any right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way, unto the Grantee and the Grantee's successors and assigns forever, and the Grantor does hereby bind itself and the Grantor's successors and assigns to WARRANT and FOREVER DEFEND all and singular the Property unto the Grantee and the Grantee's 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; subject, however, to the Permitted Title Exceptions.

THE GRANTEE ACKNOWLEDGES THAT THE GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY OR ANY IMPROVEMENTS THEREON (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). THE GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY AND ANY IMPROVEMENTS THEREON ARE CONVEYED "AS IS" AND "WITH ALL FAULTS", AND THE GRANTOR EXPRESSLY DISCLAIMS, AND THE GRANTEE ACKNOWLEDGES AND ACCEPTS THAT THE GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS PROVIDED AND LIMITED HEREIN) CONCERNING THE PROPERTY AND ANY IMPROVEMENTS THEREON, INCLUDING, WITHOUT LIMITATION: (i) THE VALUE, CONDITION, MERCHANTABILITY,

HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY AND ANY IMPROVEMENTS THERETO, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY SUCH IMPROVEMENTS, AND (iii) THE MANNER OF REPAIR, QUALITY, STATE OR REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. THE GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO HEREIN.

IN WITNESS WHEREOF, Life Investors Insurance Company of America, the Grantor, has executed this Special Warranty Deed on the 15th day of March, 2001, to be effective upon delivery.

GRANTOR: Life Investors Insurance Company of America

By: _____
Lindsay Schumacher, Vice President

STATE OF IOWA)
) SS:
COUNTY OF LINN)

Before me, Joan M. Gray, a Notary Public of said County and State, personally appeared Lindsay Schumacher, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Vice President of Life Investors Insurance Company of America, an Iowa corporation, the within named bargainor, and that Lindsay Schumacher as such Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal, at Office in Cedar Rapids, Linn County, Iowa, this 15th day of March, 2001.

Joan M Gray
Notary Public

My Commission Expires: December 8, 2003

(illegible)

EXHIBIT "A"

PROPERTY DESCRIPTION

All that real property in Nashville, Davidson County, Tennessee described as follows:

Lot 4 of the Resubdivision of Tract 4 Elysian Plaza, of record as Instrument No. 20010316 0025374, Register's Office for Davidson County, Tennessee.

Being a portion of the same property conveyed to Life Investors Insurance Company of America by The Kroger Co. by deed of record in Book 7302, page 457, Register's Office for Davidson County, Tennessee.

Permitted Exceptions
as to
Elysian Fields Shopping Center,
Nashville, Tennessee
(Elysian Fields Shops Parcel)

1. Any law, ordinance, or governmental regulation (including, but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use, or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance, or governmental regulation.

2. Parties in possession on the Closing Date, as tenants only pursuant to the Tenant Leases.

3. Liens of real estate taxes, personal property taxes and similar taxes, assessments and charges which are not yet due and payable.

4. Matters shown on the Site Improvement Survey of the Property prepared by James Allen Crawford, III January 18, 2001.

5. All matters shown on Plan of record in Book 6900, page 370, Register's Office for Davidson County, Tennessee.

6. Conveyance of Sanitary Sewer of record in Book 7275, page 814, Register's Office of Davidson County, Tennessee.

7. Conveyance of Water Main of record in Book 7275, page 830, Register's Office of Davidson County, Tennessee.

8. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title set forth in restrictions recorded in Book 6129, page 163, and in any allied instrument(s) referred to in said restrictions.

9. All matters shown on Plat recorded in Instrument No. 20010316 0025374

EXHIBIT "B"