Box 69
5122

Davidson County DEEDWARR
Recvd: 12/31/01 13:51 5pgs
Fees:28.00 Taxes:2960.00
20011231-0145081

PICK-UP

WARRANTY DEED

THIS INDENTURE, made and entered into this 31 day of December, 2001, by and between KMART CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of Michigan, party of the first part, and Royce G. Pulliam M&A, LLC, a limited liability company, organized and existing under and by virtue of the laws of the State of Kentucky, party of the second part,

WITNESSETH: That for and in consideration of Ten Dollars (10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the City of Nashville, County of Davidson, State of Tennessee:

See Exhibit A attached hereto.

TO HAVE AND TO HOLD the aforesaid real estate together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its heirs, or successors and assigns in fee simple forever as set forth on Exhibit B attached hereto.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons.

Whenever the word "party" is used herein, it shall mean "parties" if there are more than one person referred to and whenever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument.

IN WITNESS WHEREOF, party of the first part has caused this instrument to be executed by and through its duly authorized officers the day and year first above written.

ATTEST:

Its: Assistant Secretary

KMART CORPORATION

By: Irene T. Kellar

Its: President

* *

STATE OF MICHIGAN, COUNTY OF OAKLAND

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared I. T. Kellar with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledge himself to be the President of KMART CORPORATION, the within named bargainor, a corporation, and that he as such President executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

WITNESS my hand and Official Seal at office this 21 day of December, 2001.

Notary Public

My Commission expires: 4-16-03

(FOR RECORDING DATA ONLY)

* *

Property address: ______________

Mail tax bills to:
Royce G. Pulliam M&L, LLC
60 Avenue of the Champions
Nicholasville, KY 40356

This instrument prepared by:
Cynthia A. Moore, Esq.
38525 Woodward Avenue
Suite 2000
Bloomfield Hills, Michigan 48304

Return to:
Royce G. Pulliam M&L, LLC
60 Avenue of the Champions
Nicholasville, KY 40356

BLOOMFIELD 11335-5440 458918

I, or we, 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 transferred, whichever is greater, is $800,000, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Royce G. Pulliam Managing Member
Affiant

Subscribed and sworn to before me this 27th day of December 2001.

Candy C. Patrick
Notary Public
State-at-Large, Kentucky

EXHIBIT A

LAND in Davidson County, Tennessee, being Lot No. 5, on the Plan of Kmart Corporation, as shown on plat of record in Plat Book 7900, page 289, in the Register's Office of Davidson County, Tennessee.

Being a portion of the same property conveyed to K mart Corporation, by Deed of Record in Book 7059, page 710, Register's Office for Davidson County, Tennessee.

EXHIBIT B

1. All matters shown on Plat recorded in Book 7900, page 289 and Book 4660, Page 118.

2. Clearance Permit to Southern Bell Telephone and Telegraph Co. of record in Book 1104, page 598.

3. Terms and Conditions of Easement Agreement as set forth in Book 8319, page 761.

4. Terms and Conditions of Development and Operation Agreement as set forth in Book 8451, page 516.

5. Storm Water Detention Agreement of record in Book 8309, page 244.

6. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title set forth in restrictions recorded in Book 8451, page 495.

7. Terms and Conditions of Development and Operation Agreement as set forth in Instrument No. 200003220028992.

8. Terms and Conditions of Agreement for Dedication of Easement as set forth in Book 8899, Page 465.

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