This Instrument Prepared By:
Heritage Title & Escrow Co., Inc.
123 Fifth Avenue North
Franklin, TN 37064

Map 106, Group 1, Parcel 153

Davidson County DEEDWARR
Recvd: 11/07/02 15:27 2pgs
Fees:13.00 Taxes:1663.71
20021107-0137631

Send Tax Statements To:	Name/Address New Owner:	Name of Mortgagee:
Donna Myers	SAME	Franklin National Bank
175 Clurendon Circle		
Franklin, TN 37069		

W A R R A N T Y D E E D

FOR AND IN CONSIDERATION OF THE SUM OF Ten ($10.00) Dollars, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, RF VENTURE X, L.L.C., an Ohio limited liability company, has bargained and sold and by these presents do transfer and convey unto D's Management, INC., A Tennessee corporation, its successors and assigns forever, the following described property, to wit:

Land in Davidson County, Tennessee, being a portion of Lot No. 2 on the Plan of City View Park, Section 6, of record in Book 5190, page 243, Register's Office for Davidson County, Tennessee, and being Lot No. 2 on the Plan of Murfreesboro Pike/Winners, L.P. of record in Book 7900, page 821, Register's Office for Davidson County, Tennessee, more particularly described according to Survey by Volunteer Surveying, Phillip E. Holmes, Jr., Tenn. R.L.S. No. 1728, dated May 25, 1999, as follows:

Beginning at an iron pin on the southerly margin of Murfreesboro Pike; thence, with said margin of Murfreesboro Pike, South 71° 43' 00" East, 169.29 feet to an iron pin; thence, with a curve to the right (having a central angle of 78° 21' 00", a radius of 40.00 feet, a tangent of 32.60 feet and a chord bearing and distance of South 32° 32' 30" East, 50.54 feet) a distance of 54.70 feet to an iron pin on the westerly margin of Fesslers Lane; thence, with a said margin of Fesslers Lane, South 06° 38' 00" West, 24.06 feet to an iron pin; thence, continuing with said margin and a curve to the right (having a central angle of 08° 15' 03", a radius of 687.04 feet, a tangent of 49.55 feet and a chord bearing and distance of South 10° 45' 24" West, 98.85 feet) a distance of 98.94 feet to an iron pin; thence, leaving said Fesslers Lane, North 71° 11' 44" East, 190.06 feet to an iron pin; thence, North 04° 51' 34" West, 156.02 feet to the point of beginning, containing 29,991.69 square feet or 0.689 acres.

Being the same property conveyed to RF Venture X, L.L.C., an Ohio Limited Liability Company, by Special Warranty Deed from AdvantEdge Auto Inc., a Kansas Corporation, of record in Book 11535, page 698, in the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD said tract of land, together with all improvements thereon and all appurtenances thereunto belonging unto the said Grantee, its successors and assigns forever.

AND GRANTOR DOES COVENANT with the said Grantee, its successors and assigns, that Grantor is lawfully seized and possessed of said property, that Grantor has a good and lawful right to sell and convey same, and that it is free from any lien or encumbrance whatsoever with the following exceptions:

1. 2002 Davidson County property taxes are a lien due and payable. These taxes have been prorated between the parties as of date of this instrument, with Grantor assuming responsibility for payment of the same.

2. All matters as shown on the Plan of City View Park of record in Plat Book 5190, page 243, and Book 7900, page 821, Register's Office of Davidson County, Tennessee.

3. Slope Easement of record in Book 5408, page 441, said Register's Office of Davidson County, Tennessee.

4. Easement for dedication of sanitary sewer mains of record in Book 9522, page 776, Register's Office of Davidson County, Tennessee.

5. Restrictive covenants of record in Book 4680, page 337, Book 5408, page 439, Book 10699, page 60, Register's Office of Davidson County, Tennessee.

6. Deed of Conveyance of record in Book 5561, page 116, said Register's Office of Davidson County, Tennessee.

AND GRANTOR DOES FURTHER COVENANT and bind itself, its sucessors and assigns, to warrant and defend the title thereto against the lawful claims and demands of all persons whomsover.

IN TESTIMONY WHEREOF, GRANTOR have hereunto set its signature, this the 30 day of October, 2002.

R.E. VENTURE X, L.L.C., an Ohio Limited Liability Company

By: _____
CHRIS A. PUSTELAK, Member

STATE OF OHIO
COUNTY OF Cuyahoga

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared CHRIS A. PUSTELAK, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself to be the Member of R.E. VENTURE X, L.L.C., the within named bargainor, a limited liability company, and that he as such Member, respectively, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Member, respectively.

WITNESS my hand and seal, at office, on this 30 day of October, 2002.

_____
Notary Public

My Commission Expires: DINA SULLIVAN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 01-22-2003

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

I certify that the actual consideration or value, whichever is greater, for this transfer is the sum of $449,650.00.

_____
Affiant

Sworn to and subscribed before me on this the 31st day of October, 2002.

_____
Notary Public

My Commission Expires:
1-19-05

JOHN L. SAVAGE
NOTARY PUBLIC AT LARGE
WILLIAMSON CO.