BOX 23
(MBH)

THIS INSTRUMENT PREPARED BY AND WHEN RECORDED RETURN TO:	PROPERTY OWNER:	PROPERTY ADDRESS:	MAIL TAX BILLS TO:	TAX PARCEL NO.:
Robert C. Liddon, Attorney Baker, Donelson, Bearman & Caldwell 165 Madison Avenue, Suite 2000 Memphis, Tennessee 38103	First Tennessee Bank National Association Attn: Mr. Thomas F. Baker, IV 165 Madison Avenue Memphis, TN 38103	4771 Lebanon Pike Hermitage, Tennessee	First Tennessee Bank National Association Attn: Mr. Thomas F. Baker, IV 165 Madison Avenue Memphis, TN 38103	75-4/246

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into as of the 22nd day of January, 2003, by and between **TULIP GROVE, LLC**, a Florida limited liability company whose address is 5250 Virginia Way, Suite 100, Brentwood, Tennessee 37027 (hereinafter "Grantor"), and **FIRST TENNESSEE BANK NATIONAL ASSOCIATION**, a national banking association whose address is 165 Madison Avenue, Memphis, Tennessee 38103 (hereinafter "Grantee");

W I T N E S S E T H:

THAT for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, Grantor has bargained and sold and does hereby bargain, sell, convey, and confirm unto Grantee the following described real estate, situated and being in County of Davidson, State of Tennessee, to-wit:

Lot No. 2, on the Plan of Final Plat of Tulip Grove, as shown on plat of record in Plat Book 9700, Page 930, in the Register's Office of Davidson County, Tennessee, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

Together with appurtenant easement for access drive as described in Easement Agreement of record in Book 9340, Page 61, in said Register's Office.

This being a portion of the same real estate conveyed to Grantor by Deed of record in Book 11212, Page 359 in the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the aforesaid real estate, together with all appurtenances and hereditaments thereunto belonging or in anywise appertaining unto Grantee, its successors, and assigns in fee simple forever.

AND, subject always to those liens, easements, encumbrances and exceptions listed in Exhibit "B," attached hereto and incorporated herein by reference, Grantor does hereby covenant with Grantee that title to aforesaid real estate Grantor will warrant and forever defend against the lawful claims of all persons claiming by, through or under Grantor, but not further or otherwise.

As used herein, pronouns shall be construed according to their gender and number according to the context thereof.

Davidson County DEEDWARR
Recvd: 01/23/03 13:50 5pgs
Fees:28.00 Taxes:2127.50
20030123-0009790

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

TULIP GROVE, LLC

By: Edmunson Orange Corp., its manager

By: DQ C. MCV
Title: Vice President

ACKNOWLEDGMENT(S)

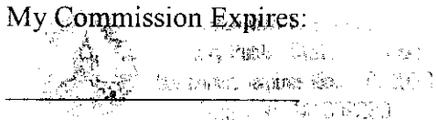
STATE OF FLORIDA
COUNTY OF DUVAL

Before me, Yulanda T. Stinson, a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared David A. McNulty, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of **Edmunson Orange Corp.**, a corporation that is the manager of **TULIP GROVE, LLC**, the within-named bargainor, a Florida Limited Liability Company, and that he, as such Vice President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation in its capacity as Manager of the Limited Liability Company by him self as such Vice President.

WITNESS my hand and seal at office on this the 20th day of January, 2003.

Yulanda T Stinson
Notary Public

My Commission Expires:



M RAD 686008 v2
100000-B7364 01/20/03

AFFIDAVIT OF VALUE

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 $575,000, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

AFFIANT

SUBSCRIBED AND SWORN TO before me this 20th day of January, 2003.

Notary Public

My Commission Expires:

M RAD 686008 v2
100000-B7364 01/20/03

EXHIBIT "A"
TO
SPECIAL WARRANTY DEED
FROM
TULIP GROVE, LLC
TO
FIRST TENNESSEE BANK NATIONAL ASSOCIATION

Description Of Real Estate

LOCATED IN DAVIDSON COUNTY, TENNESSEE:

Beginning at an iron rod situated in the southerly margin of Lebanon Road, said point also being the northeast corner of the ALDI, INC. property of record in Book 11281, Page 607, Recorder's Office of Davidson County, Tennessee;

Thence along said road, along a curve to the left, having a central angle of 07°29'18", a radius of 1961.86 feet, a tangent of 128.39 feet, a length of 256.41 feet and having a chord which bears N80°45'25"E, a distance of 256.23 feet to an iron rod;

Thence, along said road, N76°00'28"E, a distance of 30.38 feet to an iron rod;

Thence, leaving said road, S03°56'31"E, a distance of 82.42 feet to an iron rod;

Thence, S07°19'02"E, a distance of 194.60 feet to an iron rod;

Thence, S31°53'46"E, a distance of 31.08 feet to an iron rod;

Thence, S50°13'25"W, a distance of 110.88 feet to an iron rod;

Thence, S45°00'00"W, a distance of 254.30 feet to a concrete monument;

Thence, N56°30'00"W, a distance of 95.28 feet to an iron rod;

Thence, N01°55'59"E, a distance of 451.56 feet to the point of beginning.

EXHIBIT "B"
TO
SPECIAL WARRANTY DEED
FROM
TULIP GROVE, LLC
TO
FIRST TENNESSEE BANK NATIONAL ASSOCIATION

Encumbrances

1. All matters shown on Plat recorded in Book 9700, Page 930, Register's Office of Davidson County, Tennessee;

2. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title set forth in restrictions recorded in Book 8154, Page 118, as amended in Book 9340, Page 53, and assigned in Book 11212, Page 364, Register's Office of Davidson County, Tennessee, and in any allied instrument(s) referred to in said restrictions;

3. Declaration of Restriction of record in Book 11463, Page 341, Register's Office of Davidson County, Tennessee;

4. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title set forth in restrictions recorded in Book 11530, Page 313 and amended in Instrument No. 200011150113375, Register's Office of Davidson County, Tennessee.

5. Easement(s) to Cumberland Water Co., as set forth in instrument recorded in Book 4106, Page 812, Register's Office of Davidson County, Tennessee;

6. Easement Agreement as of record in Book 9340, Page 61, Register's Office of Davidson County, Tennessee; and

7. Permanent Drainage Easement of record in Book 11512, Page 164, Register's Office of Davidson County, Tennessee (excluding, however, Exhibit "B" thereto, which does not affect the property hereby conveyed).

(For Recording Data Only)