File 35
CTIC (JBP)

This instrument prepared by:
Thomas N. Jones & Associates
339 Main Street
Franklin, TN 37064

Davidson County DEEDWARR
Recvd: 06/06/03 16:31 3pgs
Fees:18.00 Taxes:3478.00
20030606-0078744

NEW OWNER:	SEND TAX BILL TO:	MAP & PARCEL:
BSM Development, LLC 3011 Armory Drive, Ste. 140 Nashville, TN 37204	same	26-15-0-004.00

SPECIAL WARRANTY DEED

For and in consideration of the sum of Ten and No/100 ($10.00) Dollars, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, **Charles L. Jones, as to a 30% share; Lisa N. Jones, as to a 30% share; Charles L. Jones, Custodian for Anna R. Jones under the Tennessee Uniform Transfers to Minors Act, as to a 20% share; and Charles L. Jones, Custodian for Julie D. Jones under the Tennessee Uniform Transfers to Minors Act, as to a 20% share**, hereinafter called the Grantors, have bargained and sold, and by these presents do hereby transfer and convey unto **BSM Development, LLC**, hereinafter called the Grantee, its successors and assigns, a certain tract of land in Davidson County, Tennessee, described as follows:

Parcel 1:

Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of Resubdivision of Lot 3 Northside Festival, of record in Book 9700, page 161, Register's Office for said county, to which plan reference is hereby made for a more complete description of said Lot.

Being the same property conveyed to Charles L. Jones, a 30% share; Lisa N. Jones, a 30% share; Charles L. Jones, Custodian for Anna R. Jones under the Tennessee Uniform Transfers to Minors Act, a 20% share; and Charles L. Jones, Custodian for Julie D. Jones under the Tennessee Uniform Transfers to Minors Act, a 20% share, by deed from AJJ Investments, LLC, a Tennessee limited liability company, of record in Instrument No. 199912300309174, Register's Office for Davidson County, Tennessee.

Parcel 2:

The access, parking, utility, drainage, support and other easements described as benefiting Parcel 1 in the Declaration of Easements, Covenants and Restrictions for Northside Festival Shopping Center of record in Book 9818, page 370, Register's Office for Davidson County, Tennessee, as amended by the instruments recorded in Book 9912, page 591 and Book 10089, page 201, RODC, including, without limitation, (i) the access easement over and across the areas identified as the "Primary Access Ways" and the "Northside Drive Accessway" in the Declaration; and (ii) the parking easement over and across the twenty (20) parking spaces identified as "Cross-Parking for Outparcel 3" on Exhibit C of the instrument recorded in Book 10089, page 201, RODC, TN.

This conveyance is subject to the following:

1. 2003 property taxes are a lien, but not yet due and payable.

2. Subject to all matters on the Plan of record in Book 9700, page 161, and Book 3300, page 18, as amended in Book 7016, page 722, said Register's Office.

3. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions of record in Book 9818, page 370; Book 9912, page 591 and in Book 10089, page 201, Register's Office for Davidson County, Tennessee.
4. All matters on the Survey of H & H Land Surveying, Inc., dated June 4, 2003, shows an 18" reinforced concrete pipe and a catch basin on the property.

This is improved property known as 2225 Gallatin Road North, Nashville, TN 37115.

TO HAVE AND TO HOLD said tract of land, with the appurtenances, estate, title and interest thereto belonging to said Grantee, its successors and assigns, forever; and Grantor does covenant with Grantee that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except as herein set out; and Grantor does further covenant and bind itself, its heirs and representatives, to warrant and forever defend the title to said land to said Grantee, its successors and assigns, against the lawful claims of all person claiming by, through or under said Grantor, but not otherwise.

WITNESS my hand this 5th day of June, 2003.

CHARLES L. JONES

LISA N. JONES

CHARLES L. JONES, CUSTODIAN
FOR ANNA R. JONES

BY: _____
Charles L. Jones

CHARLES L. JONES, CUSTODIAN
FOR JULIE D. JONES

BY: _____
Charles L. Jones

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, Notary Public of said County and State, Charles L. Jones and Lisa N. Jones, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand, at Franklin, Tennessee, this 5th day of June, 2003.

NOTARY PUBLIC

My Commission Expires: 1/27/07

13770.2003/ml
BSM.wd

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared Charles L. Jones, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Custodian for Anna R. Jones and Julie D. Jones under the Tennessee Uniform Transfers to Minors Act, the within named bargainor, and that he as such Custodian executed the foregoing instrument for the purpose therein contained, by signing the name minors by himself as Custodian.

Witness my hand, at office in Nashville, Tennessee, this 5th day of June, 2003.

Tonya Tufts
NOTARY PUBLIC



My Commission Expires: 1/27/07

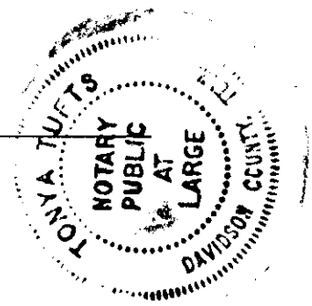
STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $940,000.00.

AFFIANT

Sworn to and subscribed before me this 5th day of June, 2003.

Tonya Tufts
NOTARY PUBLIC



My commission expires: 1/27/07

13770.2003/ml
BSM.wd