Recorded at Request of :

Mail tax notice to:

Davidson County DEEDWARR
Recvd: 12/30/03 16:11 5pgs
Fees:28.00 Taxes:4810.00
20031230-0184202

SPECIAL WARRANTY DEED

(Corporate Form)

THE CHASE MANHATTAN BANK, as Trustee for the ZIONS SMALL BUSINESS LOAN TRUST, SERIES 2000-1, having an office at 10 East South Temple, 5th Floor, Salt Lake City, UT 84133, Grantor hereby CONVEYS AND WARRANTS to

FALLBROOK CAPITAL, INC.

Grantee

for the sum of TEN AND NO/100---------- DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION the following described tract(s) of land in Davidson County, State of Tennessee:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE APART HEREOF

This Special Warranty Deed specifically limits any warranties made by Zions with respect to the real property described herein, and Zions does not make any warranties except from the time Zions has owned the property in fee simple. Further this Special Warranty Deed is conveyed subject to all liens, leases, easements, restrictions, reservations and encumbrances, of every kind and nature whatsoever, of record discoverable from an inspection of the above-referenced property, or enforceable at law or in equity.

In witness whereof, the grantor has caused its corporate name to be hereunto affixed by its duly authorized officers this 10th day of December, 2003.

THE CHASE MANHATTAN BANK, as Trustee for the ZIONS SMALL BUSINESS LOAN TRUST, SERIES 2000-1

By: Zions First National Bank, It's Attorney in Fact

By: Victor Stark

Victor Stark
Vice President

STATE OF UTAH)
): ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 10th day of December, 2003, by Victor Stark, the Vice President of Zions First National Bank, a national banking association.

Elaine O'Connell
NOTARY PUBLIC

My Commission Expires: Aug 1. 05
Residing At: Salt Lake

NOTARY PUBLIC
ELAINE O'CONNELL
10 E. So. Temple St. Fl.
Salt Lake City, Utah 84133
Commission Expires
August 1, 2005
STATE OF UTAH

STATE OF TENNESSEE }
COUNTY OF Davidson }
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 1,300,000 *.

Dorothy D Potts
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 19th DAY OF December 20 03.

Susan Holzer
NOTARY PUBLIC

SUSAN HOLZER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY

My Commission expires: Nov 26, 2005

THIS INSTRUMENT PREPARED BY:

Zions First National Bank, Nat'l Real Estate Dept., One South Main Ste 700, Salt Lake City, UT 84111

NAME & ADDRESS OF OWNER:	SEND TAX BILLS TO:	MAP & PARCEL NOS:
Fallbrook Capital, Inc.	Same	106-30.00
(NAME)	(NAME)	
5256 S. Mission Road #801		
(ADDRESS)	(ADDRESS)	
Bonsall, CA 92003		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

This improved property known as 981 Murfreesboro Pike, Nashville, Tennessee 37214.

This property is subject to the following: 2003 Taxes, which have been prorated between said parties.

Exhibit A

Beginning at an old iron pin, the northeast corner of the S and A Properties Corp. property as shown in Deed Book 7898, page 344, R.O.D.C.T., in the southern margin of Murfreesboro Rd., the northwest corner of this tract, thence along the southern margin of Murfreesboro Rd., South 50 deg. 37 min. 00 sec. East, 350.00 feet to an old iron pin, the northwest corner of the Edward L. and Karen Smith property as shown in Deed Book 9350, page 865, R.O.D.C.T., thence along the line with Edward L. and Karen Smith, South 39 deg. 23 min. 00 sec. West 125.00 feet to an old iron pin, thence continuing along the line with Edward L. and Karen Smith, South 50 deg. 37 min. 00 sec. East, 125.00 feet to an old iron pin, in the western line of the Jessie Mayo property as shown in Deed Book 11162, page 133, R.O.D.C.T., thence along the line with Jessie Mayo, South 39 deg. 23 min. 00 sec. West, 440.38 feet to a point in the center of Mill Creek, thence continuing aliong the line with Jessie Mayo and the center of Mill Creek, North 88 deg. 54 min. 20 sec. West, 50.87 feet to a point in the center of the creek, the northeast corner of Jimmy D. and Linda C. Strickland property as shown in Deed Book 7729, page 544, R.O.D.C.T., thence along the line with Jimmy D. and Linda C. Strickland, North 50 deg. 48 min. 48 sec. West 383.90 feet to a point, the southeast corner of the JPS Properties property as shown in Deed Book 7971, page 756, R.O.D.C.T., thence along the line with JPS Properties, North 39 deg. 17 min. 10 sec. East 259.74 feet to an old iron pin, thence continuing along the line with JPS Properties, North 50 deg. 30 min. 30 sec. West, 50.00 feet to an old iron pin, the southeast corner of the S and A Properties Corp. property as shown in Deed Book 7898, page 344, R.O.D.C.T., thence along the line with S and A Properties Corp., North 39 deg. 15 min. 26 sec. East 338.38 feet to the beginning containing 5.836 acres.

Being the same property conveyed to The Chase Manhattan Bank, as trustee for Zions Small Business Loan Trust, Series 2000-1 by Substitute Trustee's Quitclaim Deed from Jack F. King, Jr. of record in Instrument No. 20030523-0070803, Regsiter's Office for Davidson County, Tennessee, as appointed by Appointment of Substitute Trustee of record in Instrument No. 20020621-0075060 and in Instrument No. 20020717-0086028, said Register's Office.

SECRETARY'S CERTIFICATE

I, JENNIFER R. JOLLEY, do hereby certify that I am the duly elected Assistant Secretary of the Board of Directors of Zions First National Bank, a National Banking Association organized and existing under the laws of the United States, and that the following is a true and correct copy of Article VIII, Section 8.2 of the Bylaws of Zions First National Bank, and has not been amended, altered or repealed, and remains in full force and effect on the date hereof:

> Section 8.2. Execution of Instruments. All agreements, indentures, mortgages, deeds, conveyances, transfers, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, proxies and other instruments or documents may be signed, executed, acknowledged, verified, delivered or accepted in behalf of the Association by the Chairman of the Board, or the President, or the Executive Vice President, or the Senior Vice Presidents, or any Vice President, or the Secretary, or the Cashier, or, if in connection with the exercise of fiduciary powers of the Association, by any of said officers or by any Trust Officer. Any such instrument may also be executed, acknowledged, verified, delivered or accepted in behalf of the Association in such other manner and by such other officers as the Board of Directors may from time to time direct. The provisions of this Section 8.2 are supplementary to any other provisions of these Bylaws.

I also certify that Victor R. Stark is a duly appointed Vice President of Zions First National Bank.

IN WITNESS WHEREOF, I have executed this certificate this 31st day of December, 2001.

JENNIFER R. JOLLEY
~~Assistant Secretary~~
Board of Directors

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this 31st day of December, 2001, personally appeared before me Jennifer R. Jolley, Assistant Secretary of the Board of Directors of Zions First National Bank, who acknowledged that she executed the foregoing.

Notary Public

Residing at: Salt Lake City, Utah

My commission expires:
8-29-03

NOTARY PUBLIC
David Van Wagoner
10 E. So. Temple #300
Salt Lake City, Utah 84111
Commission Expires
August 29, 2003
STATE OF UTAH

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that The Chase Manhattan Bank ("Chase"), solely in its capacity as Trustee of the Zions Small Business Loan Trust 2000-1 (the "Trust"), hereby constitutes and appoints Zions First National Bank ("Zions"), solely in its capacity as Master Servicer of the Trust, as its true and lawful attorney-in-fact and agent, for it and in its name, place and stead, in any and all capacities, with full power of substitution and resubstitution and to act alone, to do or cause to be done any and all things in connection with servicing and administering each Mortgage Loan (as defined in the Master Pooling and Servicing Agreement dated as of September 1, 2000 by and between Chase and Zions, as Seller and Master Servicer (as amended or supplemented from time to time, the "Master Pooling and Servicing Agreement") in accordance with the terms of the Master Pooling and Servicing Agreement that it may deem, in its best judgment, necessary or desirable, including, without limitation, to execute and deliver any and all instruments of satisfaction or cancellation, or of partial or full release or discharge and all other comparable instruments, or to institute or pursue foreclosure with respect to any Mortgage Loan. Without limiting the generality of the foregoing, the Master Servicer shall, and is hereby authorized and empowered to, with respect to each Mortgage Loan, prepare, execute and deliver any and all financing statements, continuation statements and other documents or instruments necessary to maintain the lien on the related Mortgaged Property and related collateral. Any terms not defined herein shall be as defined in the Master Pooling and Servicing Agreement.

Name and Capacity

Craig M. Kaiton, Vice President

Date

September 27, 2000

STATE OF NEW YORK)
) SS.
COUNTY OF New York)

On September 27, 2000, before me, Margaret Price, a Notary Public, personally appeared Craig M. Kaiton and, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the above instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Margaret M. Price
Notary Public

[SEAL]

MARGARET M. PRICE
Notary Public, State of New York
No. 24-4980599
Qualified in Kings County
Commission Expires April 22, 2001

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