PICK-UP

This Instrument Prepared by:
Sherrard & Roe, PLC (KAB)
424 Church Street, Suite 2000
Nashville, TN 37219

GENERAL WARRANTY DEED

Davidson County DEEDWARR
Recvd: 04/05/04 14:03 5pgs
Fees:28.00 Taxes:9686.07
20040405-0038229

TO: D & B Land Company

FROM: MRW Retail Joint Venture

Address New Owner(s) as follows:	Send Tax Bills To:	Map/Parcel Numbers
D & B Land Company 111 Oak Hill Circle Lebanon, TN 37087	Same	Map 64-16 Parcel Nos. 5 and 56

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $2,617,857.00.

Affiant

Sworn to and subscribed before me, this 31st day of March, 2004.

Notary Public

My Commission Expires: 12/31/05

GENERAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named Buyer, and other good and valuable considerations, the receipt of which is hereby acknowledged MRW Retail Joint Venture, a Tennessee joint venture (hereinafter called the "Seller"), has bargained and sold, and by these presents does transfer and convey unto D & B Land Company, a Tennessee general partnership (hereinafter called the "Buyer"), and Buyer's successors and assigns all of Seller's interest in certain real property located in Davidson County, Tennessee, described on Exhibit A attached hereto and incorporated herein by reference, and any improvements thereon.

The above-referenced property is conveyed subject to the matters set forth on Exhibit B attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the said real property, together with all rights and appurtenances thereunto belonging or in any wise appertaining to Buyer, its successors and assigns, forever in fee simple. Seller further covenants and binds itself, its representatives, successors and assigns to warrant and defend the title to said real estate to Buyer, and Buyer's successors and assigns, against the lawful claims of all persons (other than claims arising out of the matters set forth in Exhibit B hereto). Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, Seller has caused this General Warranty Deed to be executed effective as of the 31st day of March, 2004.

SELLER:

MRW RETAIL JOINT VENTURE, a Tennessee joint venture

By: GRW Property IV, LLC, Managing Venturer

By: _____
Glenn R. Wilson, Chief Manager

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Glenn R. Wilson, 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 Chief Manager of GRW Property IV, LLC, the managing venturer of MRW Retail Joint Venture, the within named bargainor, a Tennessee joint venture, and that he as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the joint venture by himself as Chief Manager of the managing venturer.

Witness my hand and seal at office in Nashville, Tennessee, this 31st day of March, 2004.

_____
Notary Public

My Commission Expires: Aug. 23, 2006

CONNIE S. FERGUSON
NOTARY PUBLIC AT LARGE
LEWIS CO., TENN.
MY COMMISSION EXPIRES: AUGUST 23, 2006

EXHIBIT A

PROPERTY DESCRIPTION

Land in Davidson County, Tennessee, being Lots Nos. 2, 3 and 4 on the Plat of Hermitage Wal-Mart Plaza of record at Instrument No. 20021010-0124309, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more accurate description.

Being part of the same property conveyed to MRW Retail Joint Venture, a Tennessee Joint Venture, by deed from Belz Investco GP, a Tennessee general partnership, of record at Instrument No. 20010802-0082477, Register's Office for Davidson County, Tennessee.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Real property taxes for the year 2004 and subsequent years, a lien but not yet due and payable.

2. All matters shown on plat entitled Hermitage Wal-Mart Plaza of record at Instrument No. 20021010-0124309, RODC.

3. Subject to terms and conditions of Leases of record in Book 4791, page 792, and in Book 11487, page 127, RODC.

4. Easements to Taco Bell as set forth in instruments recorded in Book 11487, page 133 and in Book 11487, page 145, as amended by First and Second Amendments to Reciprocal Ingress, Egress and Parking Easement Agreement of record at Instrument Nos. 20010802-0082476 and 20021108-0137293, RODC.

5. Water Line Easement of record in Book 8472, page 665, RODC.

6. Easements with Covenants and Restrictions of record at Instrument No. 20021021-0129181, RODC.