This instrument prepared by:
Baker Botts L.L.P.
2001 Ross Avenue, Suite 600
Dallas, Texas 75201

Upon recording return to:
Chicago Title Insurance Company
171 North Clark Street
Chicago, Illinois 60601
Attention: Nancy Castro

Davidson County DEEDWARR
Recvd: 04/23/07 12:57 7 pgs
Fees:38.00 Taxes:14325.49
20070423-0047955

Address New Owner:	Send Tax Bills to:	Map-Parcel Numbers
Inland American Nashville Donelson, L.L.C., c/o Inland American Real Estate Trust, Inc. 2901 Butterfield Road Oak Brook, Illinois 60523	Inland American Nashville Donelson, L.L.C., c/o Inland American Real Estate Trust, Inc. 2901 Butterfield Road Oak Brook, Illinois 60523	Map No. 95-04 Parcel 6 Map No. 95-04 Parcel 8 Map No. 95-04 Parcel 241

LIMITED WARRANTY DEED
[Donelson Plaza]

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, Southeast U.S. Retail Fund, L.P., a Tennessee limited partnership ("Grantor") has bargained and sold, and hereby transfers and conveys to Inland American Nashville Donelson, L.L.C., a Delaware limited liability company ("Grantee"), its successors and assigns, certain land in Davidson County, Tennessee, being more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"). This is improved property, known as Donelson Plaza, 2500 – 2512 Lebanon Rd., Nashville, TN 37214.

TO HAVE AND TO HOLD the Property subject, however, to the exceptions to title (the "Permitted Encumbrances") more particularly described on Exhibit B attached hereto and fully made a part hereof by reference for all purposes, with all appurtenances, estate, title, and interest thereto belonging to Grantee, its successors and assigns, forever.

Grantor covenants to warrant and forever defend the title to the Property to Grantee, its successors and assigns against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise.

Executed this 10TH day of April, 2007.

SOUTHEAST U.S. RETAIL FUND, L.P.,
a Tennessee limited partnership

By: Six Pines Venture, L.C.,
a Texas limited liability company

By: Ronald G. Gentzler
Name: Ronald G. Gentzler
Title: President

STATE OF _____
COUNTY OF _____

The actual consideration or value, whichever is greater, for this transfer is $3,871,755.03.

_____
Affiant

Subscribed and sworn to before me, this the ___ day of _____, 2007.

_____
Notary Public

My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me, RUTH ANNE DONNELL, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Ronald G. Gentzler, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and said Ronald G. Gentzler, the President of Six Pines Venture, L.C., a Texas limited liability company, the general partner of Southeast U.S. Retail Fund, L.P., a Tennessee limited partnership, acknowledged that he executed the foregoing instrument for the purpose therein contained, on behalf of said limited liability company and limited partnership.

Witness my hand and seal, this 5 day of April, 2007.

Ruth Anne Donnell
Notary Public

My Commission expires:

RUTH ANNE DONNELL
Notary Public, State of Texas
My Commission Expires
03/23/2011

DAL02:483453.3

STATE OF Illinois
COUNTY OF Cook

The actual consideration or value, whichever is greater, for this transfer is $ 3,871,755.04

Affiant

Subscribed and sworn to before me this the 10th **day of** April, 2007.

Notary Public

My commission expires:
(Affix Seal)

"OFFICIAL SEAL"
NANCY R. CASTRO
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 08/10/2008

CCC No.: 20700106
Site No.: 06
Reference: Donelson Plaza - Nashville, TN

EXHIBIT A
Legal Description

Being the same property conveyed to grantor by deed of record at Book 11675 Page 225, Book 11747 Page 45, Book 1174, Page 53, and Instrument No. 2001201-0118106, Register's Office for Davidson County, Tennessee.

Land in Davidson County, Tennessee, being Lots No. 2, 3 and 4 on the Plan of McGavock Pike Kroger, (Donelson Kroger Shopping Center), of record in Instrument 200007100067913, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

This description is based on a survey prepared by Crawford Land Surveyors, P.C., 1929 21st Ave. South, Nashville, Tennessee 37212 on February 20, 2007.

Exhibit B

Permitted Encumbrances

EXHIBIT B
Permitted Exceptions
Donelson Plaza

1. Taxes for the year 2007: A lien, but not yet due or payable

2. 20' public utility and drainage easements and 8" sewer line, 17' and 19' right of way reservations, right of way dedication, owner's certificate and general notes shown on the Plan of record in Instrument 200007100067913, said Register's Office.

3. 15' minimum building setback line and owner's certificate shown on the Plan of record in Book 5200, page 34, said Register's Office.

4. Agreement For Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4305, page 831, said Register's Office.

5. Easement for street drainage purposes of record in Book 8463, page 437, said Register's Office. (Affects easement parcel only)

6. Terms, provisions, requirements, conditions, obligations, agreements and stipulations contained in the lease from Four Star Properties, Inc. to The Kroger Co. of record in Book 4632, page 826, amended by Amended Lease of recorded in Book 6271, page 775, said Register's Office. (Affects easement parcel only)

7. Terms, provisions, requirements, conditions, obligations and stipulations contained in the lease from Four Star Properties, Inc. to Super X Drugs of Texas, Inc. of record in Book 4633, page 803, said Register's Office.

8. Terms, conditions and provisions of the that certain lease between First and MidSouth Advisory Company a Tennessee corporation, and Entrekin, Trustee, referred to in said lease as "Sublessor" and Ty Samples, an individual, referred to as "Sublessee" of record in Book 5375, page 56, said Register's Office. Said lease was re-recorded in Book 5379, page 52, said Register's Office. Said Lease was assigned to Florida Eastern Development and Management Corp. of record in Book 5877, page 907. as corrected in Book 6832, page 231, said Register's Office.

9. Assignment of Tenant's Lease by Tyrone Samples in favor of Florida Eastern Development and Management Corp of record in Book 5877, page 918, and corrected in Book 6832, page 233, said Register's Office.

10. Consent to Assignment of Pizza Hut Lease of record in Book 5877, page 922, said Register's Office.

11. Consent to Assign Ground Lease of record in Book 5877, page 910, said Register's Office.

12. Assignment of Ground Lease, SubLease and Guaranty of record in Book 8869, page 527, said Register's Office, as further assigned by Assignment of Ground Lease, SubLease and Guaranty of record in Book 11747, page 49, said Register's Office.

13. Amendment to Ground Lease of record in Book 8904, page 214, said Register's Office.

14. Terms, conditions and provisions of the Lease Agreement dated March 28, 1978 executed by and between Tyrone Samples, Lessor, and Pizza Hut of Knoxville Corporation, Lessee, as disclosed by Notices of Lease of record in Book 5325, page 668, Book 5379, page 42 and Book 5503, page 268, said Register's Office.

15. Assignment of Leases and Service and Management Contracts of record in Book 9348, page 1, said Register's Office.

16. Rights of parties in possession.

17. The following matters shown on the survey prepared by J. Alan Cummings, RLS, Crawford Land Surveyors, P.C., Nashville, TN, dated 2/3/03, updated 2/20/07, job no, 07001(P):

    a. utility lines with poles, meters, and other appurtenances;
    b. traffic signal;
    c. encroachment of drive-thru speaker onto adjacent land.

18. Reciprocal Easement Agreement by and between Kroger Limited Partnership I, an Ohio limited partnership and Southeast U.S. Retail Fund, L.P., a Tennessee limited partnership of record in instrument 200012010118108, said Register's Office for Davidson County, Tennessee, dated November 30, 2000.

19. Contract for sixteen foot easement for a driveway for ingress and egress along the northerly portion of said land of record in Book 2394, page *65,* said Register's Office.

20. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4286, page 885, said Register's Office.

21. Traffic Pole Permanent Easement and Permanent Drainage Easement of record in Book 8505, page 821, said Register's Office.

22. Terms, previsions, requirements, conditions, obligations, agreements and stipulations contained in the lease from Wilson and Davis to James F. Dolan of record in Book 9934, page 571, said Register's Office.