

STATE OF ALABAMA}
COUNTY OF SHELBY}

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Seven Hundred Forty-seven Thousand Two Hundred Seventy-four and 41/100 Dollars (\$747,274.41), and other good and valuable consideration, to the undersigned grantor, METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation (the "Grantor") in hand paid by HWY. 280, L.L.C., an Alabama limited liability corporation, the receipt and sufficiency of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto said Grantee, its successors and assigns, that certain real estate situated in Shelby County, Alabama, and described on Exhibit "A" attached hereto and by reference made a part hereof (hereinafter referred to as the "Property").

This conveyance is subject to the following:

1. Taxes for the year 1998, a lien, but not yet due and payable.
2. Mineral and mining rights not owned by the Grantor.
3. Any applicable zoning ordinances.
4. Easements, rights-of-way, reservations, agreements, restrictions, and setback lines of record.
5. Said property conveyed by this instrument is hereby subjected to the Declaration of Protective Covenants, attached hereto as Exhibit "B" and made a part hereof, and the Easements and Agreements set forth therein; provided, however, that if Grantor should re-acquire title to the property conveyed herein, such restrictions shall be null and void.
6. Common Area Maintenance Agreement executed on even date.
7. Easement Agreement executed on even date.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has by its duly authorized officer set its signature and seal, this the 28th day of May, 1998.

GRANTOR:

METROPOLITAN LIFE INSURANCE COMPANY

By: [Signature]

Its: Vice-President

GRANTEE:

HWY. 280, L.L.C.

By: [Signature]

Its: Member

By: [Signature]

Its: Managing Member

The entire purchase price was paid from the proceeds of a mortgage loan closed simultaneously herewith.

06/01/1998-20068
04:11 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
015 MEL 45.50

99003-8661 * 1501
Inst # 1998-20068

STATE OF GEORGIA }
COUNTY OF DEKALB }

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Robert March of Metropolitan Life Insurance Company, a New York corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 26th day of May, 1998.

[Signature]
Notary Public

Notary Public, Georgia, State at Large
My Commission Expires March 12, 2001

[SEAL]

STATE OF ALABAMA }
JEFFERSON COUNTY }

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Hunter Williams whose name as Managing Member of HWY. 280, L.L.C., an Alabama limited liability corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of this instrument, he executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 21st day of MAY, 1998.

[Signature]
Notary Public Expires 7-25-98

[SEAL]

STATE OF ALABAMA }
JEFFERSON COUNTY }

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Robert Buckhalter whose name as Managing Member of HWY. 280, L.L.C., an Alabama limited liability corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of this instrument, he executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 21st day of MAY, 1998.

[Signature]
Notary Public Expires 7-25-98

[SEAL]

EXHIBIT "A"

An Exhibit to the Limited Warranty Deed

A Description of the "Property"

**Being that tract of land known as Inverness Plaza Outparcel "D"
on the Final Plat recorded in Map Book 24, Page 02 of Shelby
County, Alabama.**

EXHIBIT B

This EXHIBIT B is attached to and by reference made a part of that certain Limited Warranty Deed dated May 28, 1998, from METROPOLITAN LIFE INSURANCE COMPANY, INC., a New York corporation (hereinafter referred to as "Grantor") to HWY. 280, L.L.C., an Alabama limited liability corporation, (hereinafter referred to as "Grantee").

DECLARATION OF PROTECTIVE COVENANTS

Grantor hereby reserves, for the benefit of those properties which presently are, or hereafter may be designated as, part of "Inverness Plaza Shopping Center", and Grantor and Grantee hereby covenant and agree that the conveyance herein of the property and the estates granted by the within and foregoing Limited Warranty Deed (hereinafter "Property") is subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following Covenants and Restrictions, which shall run with the land and shall be binding upon Grantee, the heirs, legal representatives, successors and assigns of Grantee, and all parties having or acquiring any right, title, or interest in and to the real property and any part or parts thereof subject to such Restrictions.

ARTICLE I

COMMENCEMENT OF CONSTRUCTION

1.1 Time of Commencement. Grantee shall commence construction on the Property of an office building (hereinafter "Building"), to be used for the purposes set forth in Article II hereof, within eighteen (18) months from the date of execution of the within and foregoing Limited Warranty Deed.

1.2 Plans. Grantee hereby agrees that construction of the Building shall conform with the exterior plans and appearance specifications, if any, approved by Grantor in the manner provided in ARTICLE II hereinbelow.

1.3 Inverness Plaza Shopping Center. The Property conveyed by the within and foregoing Limited Warranty Deed is hereby declared to be and is designated as part of Inverness Plaza Shopping Center.

ARTICLE II

PERMITTED USES, PLAN APPROVAL

2.1 Permitted Uses. The Building or Buildings to be constructed on the Property shall be so constructed and used only for the following purposes:

2.1.1 A video store to be used and occupied solely for the permitted use and purpose of the sale and rental of prerecorded audio video products and audio video software, rental of video equipment and sale and/or rental of related accessories including demonstration, display and training; the sale of electronic equipment; the sale, rental and/or use of related products as well as all uses incidental thereto (including storage, service and repair); the sale of food products that are normally sold in a movie theater, or a typical Blockbuster Store and for no other use or purpose for a period of ten (10) years from the date hereof, without Grantor's prior written consent. Grantee hereby agrees that it, its successors and assigns, or anyone holding by, through or under them, shall not use or permit the use of the Property for any other use or purpose without the Grantor's prior written consent which may be withheld for any reason.

2.1.2 A real estate office.

2.1.3 During the Restriction Period (as defined in Article VIII herein) other similar compatible uses may be approved in writing by Grantor, such approval not to be unreasonably withheld after the first ten (10) years of the Restriction Period, but at no time shall Grantee use the Property for a use which would either, (a) be a similar use which would compete for the business or be detrimental to a material portion of the business of a then current tenant of the Inverness Plaza Shopping Center, or (b) violate an exclusive use agreement previously made by Grantor for the benefit of a then current tenant of the Inverness Plaza Shopping Center. Grantor shall respond to proposed use changes within twenty (20) business days of receipt of Grantee's written request or the request is assumed to be approved.

2.1.4 Any use hereunder shall comply with all laws, ordinances, rules, regulations and requirements of any governmental authority or agency having jurisdiction over the Property, including those relating to the use, maintenance, storage and disposal of "hazardous substances" (as that term is defined in the Comprehensive Environmental Response, Compensation and Liability Act, and the rules and regulations promulgated pursuant thereto, as may be amended from time to

time), contaminants, oil, radioactive or other materials, the removal of which is required or the maintenance of which is prohibited, penalized or regulated by any governmental unit.

2.1.5 The Property shall not be used or occupied (a) as a nightclub, bar, restaurant incorporating coin-operated amusements or showing movies to its customers, theater discotheque, or social encounter restaurant (the term "social encounter restaurant" as described herein shall mean a restaurant whose primary objective is the sale of alcoholic beverages in an atmosphere that encourages mixing and mingling in addition to the sale of food for on-premises consumption) such as Hooter's, as Hooter's is presently operated in the Birmingham, Alabama area, (b) for any business or use which creates strong, unusual or offensive odors (except cooking odors), fumes, dust or vapors; is a public or private nuisance; emits noise or sounds which are objectionable due to intermittent beat, frequency, shrillness or loudness; or creates unusual fire, explosives or other hazards, (c) as a bowling alley; billiard parlor; funeral parlor or mortuary; flea market; coin-operated Laundromat; industrial manufacturing facilities; automobile, RV, truck or trailer dealership; skating rink; adult bookstore or establishment selling, exhibiting or distributing nude, pornographic or obscene materials, including, without limitation, lingerie shop; massage parlor; topless or nude bar or lounge; so called "head shop"; amusement arcade or game room; body and fender shop; off-track betting parlor; or kennel or pet store having outdoor boarding facilities; (d) as a convenience store or a motor vehicle service station or establishment for the repair or maintenance of motor vehicles.

2.2 Quality of Appearance. The exterior of the Building and the site development on the Property will be planned and constructed to a level of quality and appearance equal to or better than other office buildings in Inverness Plaza Shopping Center. The exterior appearance of the Building and the site development on the Property shall be compatible with the existing appearances and site development schemes of other office buildings and tracts within Inverness Plaza Shopping Center. All utilities serving the Property or the Building or both shall be underground except for temporary utilities for construction purposes and Grantee shall pay any additional costs to any utility company for such underground service; all exterior lighting placed on the Property or the Building shall conform to those types of lighting presently in use in Inverness Plaza Shopping Center.

2.3 Plan Approval. Construction of the Building or site development of the Property shall not commence unless and until Grantee has obtained from Grantor, in the manner set forth

hereinbelow, Grantor's unqualified and unconditional approval of any and all preliminary and final exterior plans and appearance specifications, as hereinafter described, relating to such construction of the Building and site development on the Property, including, without limitation, plans and specifications for the exterior of the Building, for the parking areas, for driveways, for lighting, for ingress and egress designs, for signs to be placed on the exterior of the Building or on the Property, including color, location, nature and size, for landscaping, and for all other items relating to the exterior appearance of the Building and the site development on the Property. The scope of review by Grantor shall be limited to appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes or standards, or any similar or dissimilar factors. Commencement of construction prior to receipt of a Letter of Approval of the Grantor, a copy of which must be signed by the Grantee, and returned to the Grantor for retention, is strictly prohibited. In the event the Grantor no longer owns Inverness Plaza Shopping Center, Grantor shall give notice to Grantee to indicate the party to whom proposed plans are to be forwarded. All such plans and specifications shall be submitted to Grantor for Grantor's review and approval or disapproval in the following manner:

2.3.1 Preliminary Plans and Specifications. Grantee will submit to Grantor, for Grantor's review and approval or disapproval, preliminary plans of the exterior of the Building and for lighting; a perspective of the Building; specifications for exterior materials of the Building; and a site plan of the Property showing all proposed improvements, grades, curbs, curb cuts, landscaping, lighting, and location of exterior signs. Within ten (10) business days from the date Grantor receives all such preliminary plans and specifications, Grantor will give Grantee written notice of Grantor's approval or disapproval thereof. If such notice is not so given within such period of time, Grantor shall be deemed to have approved such preliminary plans and specifications. Any approval by Grantor, whether actual or implied, of such preliminary plans or specifications or both shall in no event obligate Grantor to approve the final plans and specifications.

2.3.2 Final Plans and Specifications. Grantee will submit to Grantor, for Grantor's review and approval or disapproval, final plans and specifications which shall include, without limitation, working drawings of the exterior of the Building, final specifications of exterior materials of the Building, working drawings of all improvements to the Property exterior to the Building,

detailed landscaping plans, and detailed plans for exterior signs and for lighting. Within ten (10) business days from the date Grantor receives all such final plans and specifications, Grantor will give Grantee written notice of Grantor's approval or disapproval thereof. If such notice is not so given within such period of time, Grantor shall be deemed to have approved such final plans and specifications. The construction of the Building and the development of the site shall be in strict compliance with said final plans and specifications submitted to and approved by Grantor, if any.

2.4 Additional Construction. From and after the time the Building is completed in accordance with the provisions of Sections 2.1 through 2.3, except Grantor shall have twenty (20) business days to provide written notice to Grantee, or otherwise completed, Grantee will not construct any additional building or buildings on the Property for any purpose.

2.5 Modification to Building. Any material modifications of the exterior of the Building or of any portion of the interior of the Building which would affect the exterior appearance of the Building or of any portion of the Building or of the site development of the Property which are proposed by Grantee subsequent to Grantor's approval of the final plans and specifications in accordance with Section 2.32 will be in character with the final plans and specifications so approved by Grantor and compatible with the architecture of other structures and with the site development (including, without limitations, signs, driveways, curbs, and landscaping) of similar buildings and tracts in Inverness Plaza Shopping Center. Grantee shall make no such modification unless and until Grantee first obtains Grantor's approval of preliminary and final plans and specifications therefore. Grantor's approval of such preliminary and final plans and specifications shall be obtained in the same manner set forth in Section 2.3, except that Grantor shall give Grantee written notice of its approval or disapproval of such plans within twenty (20) business days of its receipt of all plans and specifications.

2.6 Signs. Any exterior sign approved by Grantor at any time will conform to the standard of exterior signs at Inverness Plaza Shopping Center and no modification of or addition to any exterior sign approved by Grantor shall be made unless and until Grantee first obtains Grantor's approval therefore in the manner provided in Section 2.3., except Grantor shall have twenty (20) business days to provide written notice to Grantee.

2.7 Disapproval of Plans. In the event Grantor ever disapproves any preliminary or final

plans or specifications of the Building or of an additional building or buildings or of any modification of the Building or of the site development, or disapproves of any other plans or specifications required to be submitted by Section 2.3 through 2.6, Grantor shall specify in detail those objections which Grantor may have to same. The factors which Grantor may consider in determining the approval or disapproval of any preliminary and final plans and specifications may include, but shall not be limited to, the following:

2.7.1 Building and architectural standards concerning the exterior of the Building and all improvements exterior thereto;

2.7.2 Aesthetics (including design, appearance, color, size, location, finish, lighting, proportions and graphics of signage);

2.7.3 Exterior or exposed materials;

2.7.4 Site layout (including location of and traffic flow through proposed points of ingress and egress); and

2.7.5 Compatibility (including architectural, signage, and landscaping) with existing improvements and property contained within Inverness Plaza Shopping Center.

2.7.6 If Grantor shall disapprove the Final Plans and the parties are unable to agree upon such Final Plans, Grantee shall either amend said plans to meet Grantor's reasonable objections, or Grantor may at its option, elect to repurchase the Property in its unimproved original state at the purchase price paid for same.

2.7.7 If Grantor repurchases the Property;

(a) The purchase price shall be the same price Grantee paid for the property.

(b) The closing of the repurchase shall take place within thirty (30) days at a time and place in Birmingham, Alabama, designated by Grantor by written notice to Grantee at least five (5) business days prior thereto.

(c) At closing, the purchase price (as provided in Paragraph 2.7.7(a) above) shall be paid by Grantor to Grantee in immediately available funds (including, without limitation, a cashier's check).

(d) At closing, Grantee shall deliver to Grantor a Limited Warranty Deed, duly executed by Grantee, conveying good and marketable fee simple title to the Property, free and clear

of all liens and encumbrances, subject only to the exceptions contained herein affecting the Property.

(e) At closing, all real property and ad valorem taxes and other taxes and assessments levied upon or assessed against the Property for the year in which the closing occurs shall be prorated as of the closing date.

(f) Grantee will deliver exclusive possession of the Property on the closing date.

2.8 Drainage Provisions. The following provisions shall apply to drainage:

2.8.1 In connection with the construction of the Building and of any modifications thereof and of any additional buildings and with the site development of the Property, Grantee shall make such provision for drainage of the Property affected by such construction and development as is satisfactory to Grantor and to any appropriate county, municipal, or governmental agencies having authority over such construction and development. Further, Grantee hereby covenants and agrees to hold Grantor harmless against any and all loss, cost, damage, or injury which Grantor shall ever suffer or endure because of Grantee's failure to make adequate provisions for drainage of the Property after said proposed construction and development.

2.8.2 Existing drainage shall not be altered in such a manner as to divert the flow of water onto an adjacent lot or lots.

2.8.3 Drainage of surface water, storm water, and/or foundation drains may not be connected to sanitary sewers.

2.8.4 Drainage flow shall not be obstructed or be diverted from drainage swales, storm sewers and/or utility easements as designated herein, or as may hereafter appear as a matter of record.

ARTICLE III

REPAIR OF DAMAGE; INDEMNITY

3.1 Grantee shall repair, restore, or replace, as Grantor shall direct, any property, whether personal or real, by whomever owned, which is damaged, destroyed, or injured in any way by Grantee, its agents, representatives, designees, employees, or successors or assigns, in connection with the construction of the Building or the site development on the Property, including, without limitation, any right-of-way curbs, median curbs, signs, or pavement in the rights-of-way of dedicated or undedicated roads within Inverness Plaza Shopping Center; and Grantee hereby agrees

to indemnify and hold Grantor harmless from any and all liabilities, claims, and losses resulting from or arising in connection with any such damage, destruction, or injury.

ARTICLE IV

MAINTENANCE

4.1 Maintenance of Property. Before such construction of the Building is commenced, during such construction, and after such construction is completed, the Property and areas contiguous to road right of ways including Valleydale Road (Shelby County 17) shall be kept grassed, mowed, and otherwise maintained by Grantee in an attractive appearance and to a level of quality equal to or better than maintenance of other sites or common areas maintained by Grantor throughout Inverness Plaza Shopping Center. In the event Grantee fails to keep the Property so grassed, mowed, and maintained, Grantor, its representatives, agents, or employees shall have the right, after seven (7) days' notice to Grantee, to enter onto the Property at reasonable times and perform all work needed or desired in order to maintain the Property in the manner provided. Such entrance upon the Property for such purposes shall not be a trespass. Grantee hereby agrees to pay Grantor such costs and expenses as Grantor shall incur by so acting to maintain the Property within ten (10) days from the receipt by Grantee of a statement from Grantor for any such work.

4.2 Maintenance During Construction. The following provisions shall be observed:

4.2.1 Dust abatement and erosion control measures shall be provided by the contractor or owner in all stages of construction.

4.2.2 All building debris, stumps, trees, etc., must be removed from the Property by builder as often as necessary to keep the Property attractive. Such debris shall not be dumped in any area of Inverness.

4.2.3 During construction and after construction is complete, all vehicles, including those delivering supplies, must enter the Property only at places approved by the Grantor and such vehicles must be parked on the Property.

ARTICLE V

RIGHT OF REPURCHASE

5.1 Failure to Begin Construction. In addition to all other rights and remedies for breach of these Restrictions, in the event the time period set out in Section 1.1 is not fully complied with,

Grantor shall have the right, but not the obligation, to repurchase the Property for an amount not to exceed the purchase price paid Grantor for the Property, without interest.

5.2 Resale. In the event the Grantee desires to convey the Property prior to the expiration of eighteen (18) months after the purchase from Grantor, and in the further event that the Grantee has not begun construction of the Building thereon, Grantor shall have and retains the option to purchase the Property from Grantee at an amount not to exceed the purchase price paid to Grantor for the Property, without interest. Grantee shall give Grantor written notice of Grantee's desire to sell the Property and Grantor shall have thirty (30) days after receipt thereof to give notice to Grantee of its intent to repurchase.

5.3 Time to Repurchase. In the event Grantor, in its sole election and at its sole discretion, so elects to repurchase the Property under the provisions of Section 5.1, Grantor shall give Grantee written notice of such election to repurchase within thirty (30) days after the date which is eighteen (18) months from the date hereof. If Grantor does not so notify Grantee within such thirty (30) day period, Grantor shall be deemed to have waived its right of repurchase under Section 5.1. In the event Grantor declines to exercise its right to repurchase under Section 5.1, or fails to notify Grantee within such thirty (30) day period, then Grantee shall be free to construct on the Property such building as shall be compatible with other buildings in Inverness Plaza Shopping Center and shall be free to choose such site development plan as shall be compatible with other portions of said surrounding Inverness common area, subject to the provisions of Article II. In the event Grantor gives notice of the intent to repurchase pursuant to Sections 5.1 or 5.2 to Grantee within the applicable thirty (30) day period, the closing of the repurchase by Grantor shall be consummated within sixty (60) days of the date Grantee receives such notice at a time and a place to be selected by the Grantor.

5.4 Deed. If the Grantor elects to repurchase pursuant to Section 5.1 or 5.2, Grantee shall reconvey good and marketable fee simple title in and to the Property, subject only to the Permitted Items recorded in the within and foregoing Limited Warranty Deed, to Grantor by Limited Warranty Deed in the form of the within and foregoing Limited Warranty Deed.

ARTICLE VI

GENERAL RESTRICTIONS

6.1 Nuisances. No noxious, offensive, or illegal activities shall be carried on upon any parcel nor shall anything be done on any parcel which may be or may become an annoyance or nuisance to the Inverness area.

6.2 Mining, etc. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon the Property and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on the Property; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on the Property.

6.3 Antennas. All outside radio and television antennas shall be approved by Grantor in accordance with Article II herein.

6.4 Trash. No trash, garbage, or other refuse shall be dumped, stored, or accumulated on the Property. Trash, garbage or other waste shall not be kept on the Property, except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material approved in writing by Grantor as not to be visible from any road or lake within sight distance of the parcel at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted.

6.5 Subdivision. The Property shall not be split, divided or subdivided for sale, resale, gift, transfer, or otherwise without the express written consent of Grantor.

6.6 Access. The Property shall be accessed solely from Inverness Plaza Shopping Center via an access road (the "Access Road") pursuant to an Easement Agreement executed by Grantor and Grantee in conjunction with the conveyance of the Property. The Access Road currently provides and shall continue to provide access to other parcels of land or developments in the vicinity of the Property.

ARTICLE VII

ENFORCEMENT

7.1 In the event of a violation of breach of any of these restrictions, or any amendments thereto by any property owner, or agent of such owner, Grantor, its successors and assigns, or any

other party to whose benefit these restrictions inure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages or other charges, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of any aggrieved party to invoke an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a difference violation. Grantor shall not be responsible in any way for any delay or failure to enforce or seek to enforce any violation or breach of any of these restrictions or amendments thereto.

ARTICLE VIII

DURATION AND AMENDMENT

8.1 The Restrictions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of Grantor and any owner of property which presently is, or may hereafter be designated as part of Inverness Plaza Shopping Center, their respective legal representatives, heirs, successors and assigns for a period of twenty (20) years (the "Restriction Period") from the date hereof, unless waived in writing by Grantor.

ARTICLE IX

RECIPROCAL NEGATIVE EASEMENTS

9.1 Grantor and Grantee covenant and agree that the hereinabove provided restrictions shall not encumber or restrict or burden, either as reciprocal negative easements or as implied covenants or as restrictive covenants or as equitable servitudes or as any other right or interest or claim, any other properties owned in part or entirely by Grantor and which may benefit from the hereinabove provided restrictions, it being the intention of Grantor and Grantee that only the Property shall be restricted thereby. Grantor hereby expresses its general intent to use these same restrictions, as they may be modified, on other property in Inverness Plaza Shopping Center, as it may be specifically designated by deed as such from time to time.

ARTICLE X

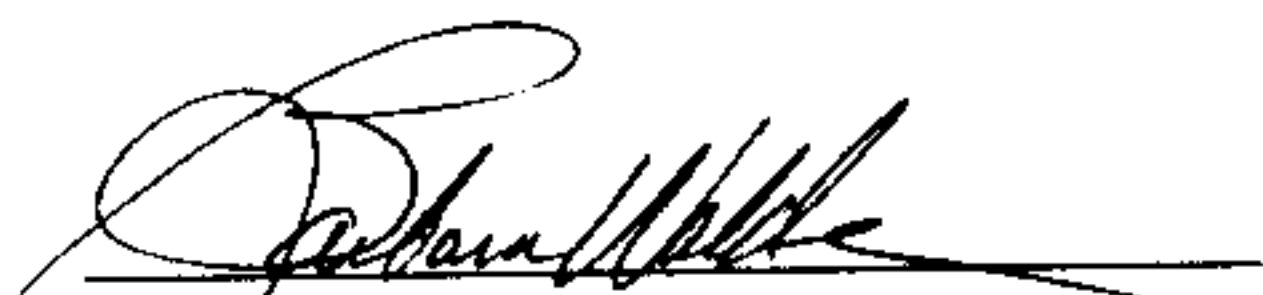
SEVERABILITY

10.1 Every one of the Restrictions is hereby declared to be independent of, and severable

from the rest of the restrictions and of and from every other one of the restrictions and of and from every combination of the restrictions. Invalidation by any court of any restriction in this instrument shall in no way affect any of the other restrictions which shall remain in full force and effect.

Signed, sealed and delivered
by Grantor in the presence of:

GRANTOR: METROPOLITAN LIFE
INSURANCE COMPANY


Witness

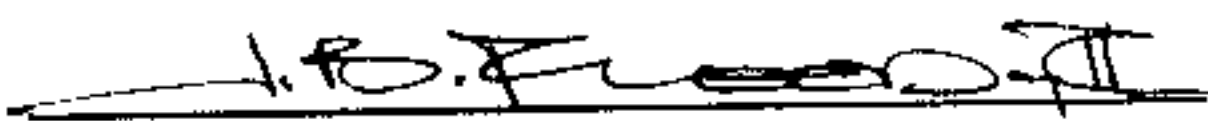
By: 
J. Samuel O'Brian Vice President
~~ELM Manager~~


Notary Public

Notary Public, Georgia, State at Large
My Commission Expires March 12, 2001

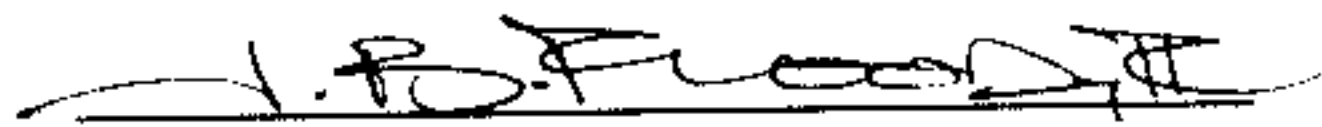
Signed, sealed and delivered
by Grantee in the presence of:

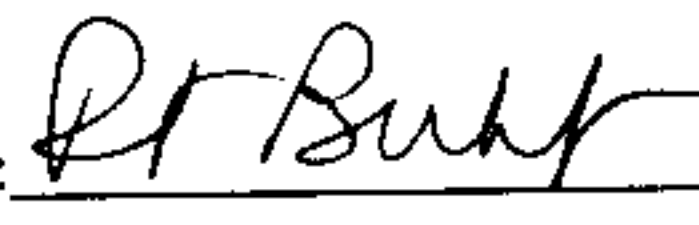
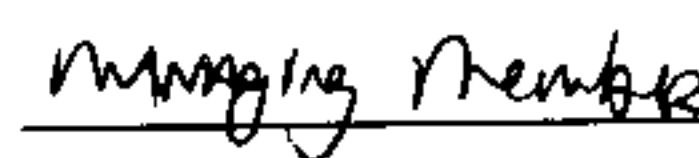
GRANTEE: HWY. 280, L.L.C.


Witness

By: 
Its: 


Notary Public Expires 7-25-98


Witness

By: 
Its: 


Notary Public Expires 7-25-98

Inst # 1998-20068

12

06/01/1998-20068
04:11 PM CERTIFIED
SHF.BY COUNTY JUDGE OF PROBATE
015 MEL 45.50