Bot 28

BOOK 9162 PAGE 193

Address New Owner as follows:	Send Tax Bills to:	Map-Parcel No.
Storage Associates, L.P. 224 W. Hillwood Blvd. Nashville, Tennessee 37205	Same	163-77

This instrument prepared by: Neal & Harwell, 2000 First Union Tower, 150 Fourth Avenue, North, Nashville, Tennessee 37219

STATE OF Tennessee
COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is $ 1,875,000.00

Anna Teresa Patton *
Affiant

Subscribed and sworn to before me, this the 23rd day of November, 1993.

Notary Public

My Commission Expires: 1/22/95

2136 11/23 0101 03CHECK 6970.50

SPECIAL WARRANTY DEED

COMMERCE TRADING CORPORATION, a Tennessee corporation, ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and does hereby GRANT, SELL and CONVEY unto Storage Associates, L.P. ("Grantee") in fee simple, that certain land located in Davidson County, Tennessee, and being more particularly described in Exhibit A, attached hereto and incorporated herein by reference, together with all improvements, if any, located on such land (such land and improvements being collectively referred to as the "Property").

This conveyance is made and accepted subject to all matters (the "Permitted Exceptions") set forth in Exhibit B, attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances pertaining thereto, including all of Grantor's right, title and interest in and to adjacent streets, alleys and rights-of-way, subject to the Permitted Exceptions, unto Grantee and Grantee's heirs, successors and assigns forever; and Grantor does hereby bind itself and its successors to warrant and forever defend the Property unto Grantee and Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS OR SUBSTANCES AS DEFINED IN THE PURCHASE AND SALE AGREEMENT PURSUANT TO WHICH THIS DEED IS DELIVERED, OR AS OTHERWISE DEFINED BY LAW, EXCEPT THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN. GRANTEE FURTHER ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.

Ad valorem taxes for the present year having been prorated, Grantee hereby assumes payment thereof, and subsequent assessments for that and prior years due to change in land usage, ownership, or both.

EXECUTED on the date set forth in the acknowledgment attached hereto to be effective as of the 23 day of November 1993.

COMMERCE TRADING CORPORATION
By: AMRESCO Institutional, Inc.
its attorney-in-fact

By: _____
Name: Douglas J. Kroiss
Title: Vice President

STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG)

Before me, Deanna C. Zurenko, a Notary Public in and for the County and State aforesaid, personally appeared Douglas J Kroiss 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 Vice President of AMRESCO INSTITUTIONAL, INC., a corporation which executed the foregoing instrument as attorney in fact in behalf of COMMERCE TRADING CORPORATION, a corporation, and that Douglas J. Kroiss as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of AMRESCO INSTITUTIONAL, INC., attorney-in-fact for COMMERCE TRADING CORPORATION, by Douglas J.Kroiss as Vice President.

WITNESS my hand and seal, at office in Charlotte, North Carolina this the 18th day of November, 1993.

Deanna C. Zurenko
Notary Public

My Commission Expires:
6/6/95

AGREED TO AND ACCEPTED BY GRANTEE:

STORAGE ASSOCIATES, L.P.
BY: STORAGE CONCEPTS, INC., GENERAL PARTNER

By: Anna Teresa Patton
Name:
Title: President

STATE OF TENNESSEE)
COUNTY OF Davidson

Before me, Jo Anna Smith, a Notary Public in and for the County and State aforesaid, personally appeared Anna Teresa Patton, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged herself to be the President of Storage Concepts, Inc. corporation, and that she as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as President.

WITNESS my hand and seal, at office in Nashville, Tennessee, this the 23rd day of November, 1993.

Jo Anna Smith
Notary Public

My Commission Expires:
1/22/95

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Exhibit A

Surveyor's Description BOOK 9162 PAGE 196

Resubdivision Lot No. 1
Bell Ridge Commons
Lot One

Being a parcel of land in Nashville, First Civil District, Thirty-First Councilmanic District, Davidson County, Tennessee, located on the north side of Bell Road, west of I-24 and being Lot One on the plan of the Resubdivision of Lot One, Bell Ridge Commons, as of record in Book 7900, Page 614, R.O.D.C., and being more particularly described as follows:

BEGINNING at a point in the northerly right-of-way line of Bell Road, said point being 992.9 feet more or less west of the westerly right-of-way of Cane Ridge Road as measured along said northerly right-of-way of Bell Road;

THENCE, with said northerly right-of-way of Bell Road N 88° 52′ 57" W, 19.00 feet to the southeast corner of Lot Two, Second Revision, Bell Ridge Commons, as of record in Book 7900, Page 157, R.O.D.C.;

THENCE, leaving said northerly right-of-way line of Bell Road and following the easterly property line of said Lot Two the following calls:

N 08° 52′ 57" W, 316.00 feet to a point;
S 81° 07′ 03" W, 160.00 feet to a point;
N 08° 52′ 57" W, 284.00 feet to a point;
N 00° 46′ 43" E, 168.49 feet to a point;

said point being a northwest corner of the herein described lot, said point also being the southerly line of Cedar Pointe Properties, Ltd as of record in Book 6250, Page 475, R.O.D.C.;

THENCE, with Cedar Pointe Properties, Ltd the following calls:

Due east 29.75 feet to a point;
N 48° 31′ 15" E, 110.00 feet to a point;
N 00° 31′ 15" W, 223.57 feet to a point in Collins Creek,

THENCE, with Collins Creek S 84° 29′ 15" E, 29.70 feet to a point in the southwesterly right-of-way line of Cane Ridge Road;

THENCE, with said right-of-way line of Cane Ridge Road the following calls:

along a curve to the left 13.33 feet to a point, said

curve having a central angle of 02° 20′ 52", a radius of 325.33 feet, a tangent of 6.67 feet and a chord of S 47° 10′ 49" E, 13.33 feet;

S 47° 22′ 13" E, 312.14 feet to a point;

along a curve to the right 179.57 feet to a point, said curve having a central angle of 08° 43′ 50", a radius of 1,178.46 feet, a tangent of 89.96 feet and a chord of S 43° 00′ 19" E, 179.40 feet;

S 38° 38′ 24" E, 93.74 feet to a point;

along a curve to the left 46.03 feet to a point, said curve having a central angle of 03° 12′ 01", a radius of 824.04 feet, a tangent of 23.02 feet and a chord of S 40° 14′ 24" E, 46.02 feet;

THENCE, leaving said right-of-way of Cane Ridge Road and following the northwesterly line of Suman B. Patel, et ux as of record in Book 8116, Page 824, R.O.D.C., S 48° 09′ 06" W, 158.60 feet to a point; said point being the northwest corner of said Suman B. Patel, et ux;

THENCE, with the westerly line of said Suman B. Patel, et ux, S 00° 45′ 36" W, 246.60 feet to the southwest corner of the herein described tract and the northeast corner of Lot Three, Resubdivision Lot One, Bell Ridge Commons, as of record in Book 7900, Page 614, R.O.D.C.;

THENCE, leaving said westerly line of Suman B. Patel, et ux, and following the northerly property line of said Lot Three, N 89° 14′ 24" W, 165.00 feet to a point;

THENCE, S 10° 45′ 48" W, 12.55 feet to a point;

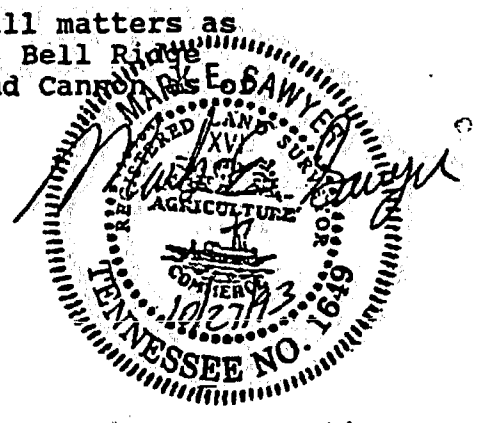
THENCE, S 81° 07′03" W, 56.00 feet to the northwesterly corner of said Lot Three;

THENCE, S 06° 13′ 39" E, 200.52 feet to the point of beginning.

Containing 300,779 square feet or 6.91 acres more or less.

The above-mentioned description is subject to all matters as shown on the plan of the Resubdivision Lot One, Bell Ridge Commons, prepared by Barge, Waggoner, Sumner and Cannon as of record in Book 7900, Page 614, R.O.D.C.

October 20, 1993
File 10770-05



BOOK 9162 PAGE 198

SURVEYOR'S DESCRIPTION

Resubdivision Lot No. 1
Bell Ridge Commons
Lot Three

Being a parcel of land in Nashville, First Civil District, Thirty-First Councilmanic District, Davidson County, Tennessee, located on the north side of Bell Road, west of I-24 and being Lot Three on the plan of the Resubdivision of Lot One, Bell Ridge Commons, as of record in Book 7900 Page 614, R.O.D.C., and being more particularly described as follows:

BEGINNING at a point in the northerly right-of-way line of Bell Road, said point being 775.9 feet more or less west of the westerly right-of-way line of Cane Ridge Road as measured along said northerly right-of-way of Bell Road;

THENCE, with said northerly right-of-way of Bell Road, N 88° 52′ 57" W, 217.00 feet to the southwest corner of the herein described lot;

THENCE, leaving the northerly right-of-way line of Bell Road and following the easterly line of Lot One, N 06° 13′ 39" W, 200.52 feet to the northwest corner the herein described lot;

THENCE, with the northerly line of the herein described lot, N 81° 07′ 03" E, 56.00 feet to a point;

THENCE, N 10° 45′ 48" E, 12.55 feet to a point;

THENCE, S 89° 14′ 24" E, 165.00 feet to a point in the westerly line of Suman B Patel, et ux, as of record in Book 8116, Page 824, R.O.D.C.;

THENCE, with the westerly line of Suman B. Patel, et ux, S 00° 45′ 36" W, 222.00 feet to the point of beginning.

Containing 45,835 square feet or 1.05 acres more or less.

The above-mentioned description is subject to all matters as shown on the plan of the Resubdivision Lot One, Bell Ridge Commons, prepared by Barge, Waggoner, Sumner and Cannon as of record in Book 7900, Page 614, R.O.D.C.

October 20, 1993
File 10770-05



Being a portion of the property conveyed to Commerce Trading Corporation by Deed from James R. Kelley, Substitute Trustee of record in Book 8310, page 436, Register's Office for Davidson County, Tennessee and including the property conveyed to Commerce Trading Corporation by quitclaim Deed from Home Depot U.S.A., Inc. of record in Book 9162, page 187, Register's Office for Davidson County, Tennessee and excluding the property conveyed to Home Depot U.S.A., Inc. by quitclaim deed from Commerce Trading Corporation of record in Book 9162, page 190, Register's Office for Davidson County, Tennessee.

EXHIBIT B

EXCEPTIONS

(a) General or special taxes and assessments required to be paid in the year 1994 and subsequent years.

(b) If improvements are completed after January 1 of any year the Law requires supplemental assessment for the year in which improvements are completed as defined by Statute. Grantor assumes no liability for taxes assessed by correction pursuant to the provisions of TCA 67-5-603 et seq.

(c) Matters shown on the Plan of record in Book 7900, page 614, said Register's Office.

(d) Sanitary Sewer Easement of record in Book 7170, page 839, said Register's Office.

(e) Easement for flow of Collins Creek.

(f) Access and Utility Easement of record in Book 7211, page 161, said Register's Office.

(g) Subject to the terms and conditions set out in the Reciprocal Easements and Operation Agreement by and between Trion Properties, Inc., a Georgia Corporation and the Home Depot, Inc. a Delaware Corporation of record in Book 7640, page 169, Register's Office for Davidson County, Tennessee and Amendment thereto dated 11/13/89.

(h) Subject to the terms and conditions set out in the Development Agreement by and between Trion Properties, Inc., a Georgia Corporation and The Home Depot, Inc., a Delaware Corporation of record in Book 7640, page 196, Register's Office for Davidson County, Tennessee.

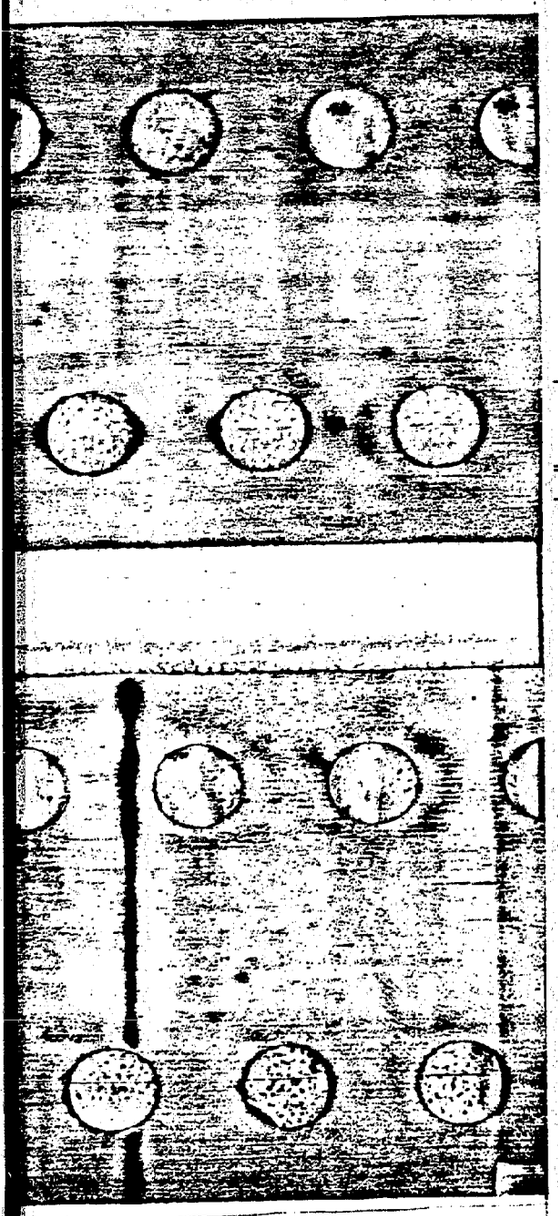
(i) Deed of Conveyance to Metro (sanitary sewer) of record in Book 8169, page 455, said Register's Office.

(j) Deed of Conveyance to Metro (water main) of record in Book 8169, page 549, said Register's Office.

(k) Subject to the terms, conditions and easements set out in the Easements and Restrictive Covenants Agreement by and between Storage Associates, L.P., a Tennessee Limited Partnership and General Mills Restaurants, Inc., a Florida Corporation of record in Book 9123, page 900 and re-recorded in Book 9162, page 208, said Register's Office.

(l) All matters shown on the survey by Mark E. Sawyer of Barge, Waggoner, Sumner and Cannon, R.L.S. No. 1649, dated September 3, 1993, Job No. 10770-04.

89152
IDENTIF. ↑ REFERENCE
93 NOV 23 PM 2:59
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.



OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9162 PAGE 201

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 1875000.00
CON TX 6937.50
PRFEE 1.00
WDEED 32.00
TOTAL 6970.50
CHECK 6970.50

11/23/93 01 14:59 0001 2136

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

89152
IDENTIF. ↑ REFERENCE

93 NOV 23 PM 2:59
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 725862