Box 8 dp

BOOK 10012 PG 439

*Owner/Responsible Taxpayer

Thomas C. Wangelin, Jr., Trustee Under
Trust Agreement dated August 8, 1993,
known as The Wesley Land Trust
c/o Dwight Taylor
1962 Vandalia
Collinsville, Illinois 62234
*Source of Grantor's Title: Bk. 9839, Pg. 848; and
*Deed recorded under Register's No. Bk. 9964, Pg. 353.
*Davidson County, TN
*Tax Parcel: Map _____, ~~Group~~ 147-12-55
*Parcel _____

01 U243
IDENTIF. ↑ REFERENCE

96 APR 11 AM 11:14
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

STATE OF Tennessee

COUNTY OF Davidson)

The actual consideration, or value, whichever is greater ~~for~~, this transfer is One Million Six Hundred Forty-Two Thousand Three Hundred Eighty-Nine and No/100 Dollars ($1,642,389.00)

AFFIANT

Subscribed and sworn to before me, this 8th day of April, 1996.

NOTARY PUBLIC

My Commission Expires: 5/23/1998

GREGORY POLZIN
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 23, 1998

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT, **CP NOLENSVILLE, LLC**, a Georgia limited liability company, with its principal office at 2100 RiverEdge Parkway, Suite 1030, Atlanta, Georgia 30328 ("Grantor"), for Ten Dollars ($10.00) and other good and valuable consideration received to its full satisfaction from **THOMAS C. WANGELIN, JR., TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 8, 1993, KNOWN AS THE WESLEY LAND TRUST**, whose tax mailing address is c/o Dwight Taylor, 1962 Vandalia,

Collinsville, Illinois 62234 ("Grantee"), does hereby grant, bargain, sell and convey unto Grantee, and its heirs, devisees, legal representatives, successors and assigns, as the case may be, that certain real property located at Haywood and Nolensville in the 30th Councilmatic District of Nashville, County of Davidson, and State of Tennessee, and being the same real property conveyed to Grantor by deed (the "Prior Deed") recorded in Volume 9839, Page 848 of the public records of said County, as more fully described in Exhibit "A" attached hereto and made a part hereof ("Land"), including all buildings, structures and improvements of any kind located thereon (the "Improvements"; the Land and the Improvements are collectively referred to herein as the "Property").

1. **WARRANTY**. TO HAVE AND TO HOLD unto Grantee, and the heirs, devisees, representatives, successors and assigns of Grantee, as the case may be, forever subject, however, to: (a) taxes and assessments, both general and special, not now due and payable; (b) building and zoning ordinances, laws, regulations and restrictions by municipal or other governmental authority; (c) any and all leases, easements, rights-of-way, encumbrances, conditions, covenants, restrictions, reservations and exceptions of record; (d) any state of facts that an accurate survey or independent inspection of the Property by Grantee or its agents would disclose; and (e) the restrictions, covenants and representations set forth herein.

Grantor warrants and will defend its title to the Property against all lawful claims and demands made against said title by all persons claiming by, from, through or under Grantor, and none other, except as noted herein.

2. **USE RESTRICTION**. This conveyance is made by Grantor and accepted by Grantee upon the express condition and subject to the restriction and covenant set forth in the Prior Deed.

Grantee represents and warrants that it is familiar with the condition of the Property and that GRANTOR HAS NOT MADE AND MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE PROPERTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ITS HABITABILITY, CONDITION OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. GRANTEE AGREES THAT THE PROPERTY IS HEREBY CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS-IS, WHERE-IS" CONDITION.

3. **MISCELLANEOUS**. The provisions of this Deed shall be deemed effective as of the recordation of this Deed ("Effective Date"). The provisions of this Deed shall run with the land and shall be binding upon and inure to the benefit of the parties, their representatives, heirs, devisees, successors and assigns and any other person or entity expressly noted herein.

IN WITNESS WHEREOF, the parties have hereunto set their hand and corporate seals, by their duly authorized officers, this 8th day of April, 1996.

WITNESSES:

By: Christina Lee Peterson
Print: Christina Lee Peterson

By: Betsy Dubin
Print: Betsy Dubin

CP NOLENSVILLE, LLC

By: J. Kent Lee

Its: Manager

ACKNOWLEDGMENT

BOOK 10012 PG 442

STATE OF GEORGIA)
) §:
COUNTY OF FULTON)

BEFORE ME, a Notary Public in and for said County, and State personally appeared the above-named **CP NOLENSVILLE, LLC** by R. Kent Rose, its Manager who is personally known to me and who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and as such manager.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Atlanta, Georgia, this 8 day of April, 1996.

Betsy Dubin
Notary Public

Notary Public Gwinnett County, GA
My Commission Expires Feb. 27, 2000

This instrument prepared by:

Robert C. Moot, Jr., Esq.
Paul, Hastings, Janofsky & Walker
600 Peachtree Street, N.E.
Suite 2400
Atlanta, Georgia 30308

ATL-171819.1

EXHIBIT "A"

BOOK 10012 PG 443

LEGAL DESCRIPTION

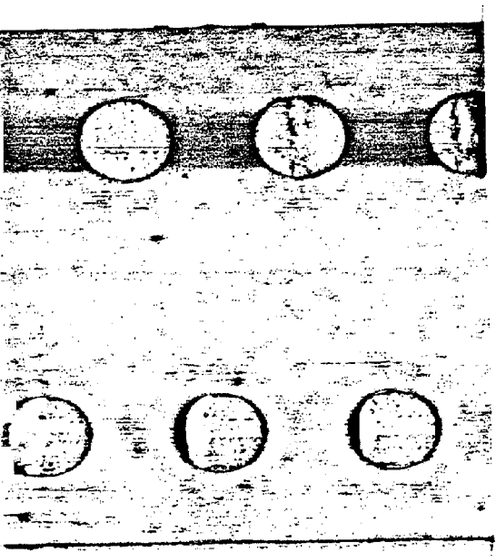
Property located in the 30th Councilmatic District of Nashville, Davidson County, Tennessee, being Lot Number 1 on the Second Revision, Resubdivision of Lots 1 and 2, Sovran Bank Plat, of record in Plat Book 8250, page 13, R.O.D.C., Tennessee, and being more particularly described according to a survey by Joseph G. Petrosky Associates, Inc. dated June 26, 1991, as follows:

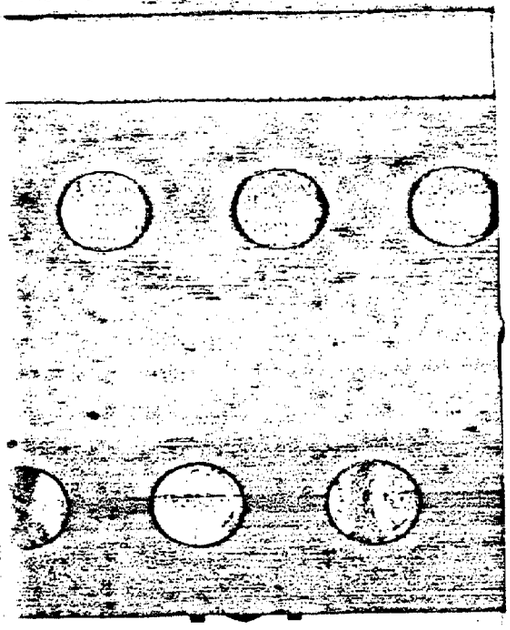
Beginning at a point, said point being an existing railroad spike in concrete on the southwestern right-of-way of Nolensville Pike, opposite the intersection of said Pike and Haywood Lane, said point also being the northeast corner of Lot Number 2 on the above-mentioned Sovran Bank Plat; thence, following the southwestern right-of-way of Nolensville Pike with a curve to the right having a radius of 2622.00 feet, a central angle of 04 degrees 31 minutes 18 seconds, an arc length of 206.92 feet, a tangent of 103.52 feet and a chord bearing and length of south 36 degrees 41 minutes 41 seconds east 206.87 feet (Plat 206.70 feet) to an existing iron pin; thence leaving said southwestern right-of-way, south 55 degrees 18 minutes 46 seconds west 235.83 feet (Plat 236.01 feet) to an existing iron pin; thence, with a curve to the left having a radius of 2386.00 feet, a central angle of 05 degrees 24 minutes 19 seconds, an arc length of 225.09 feet, a tangent of 112.63 feet, and a chord bearing and length of north 36 degrees 56 minutes 00 seconds west 225.01 feet (Plat 224.92 feet) to an existing iron pin in concrete; thence, north 59 degrees 40 minutes 16 seconds east 238.09 feet (Plat 238.82 feet) to the point of beginning.

LESS AND EXCEPT any portion of the property used for public right-of-way.

Containing 50,870 square feet or 1.168 acres.

931.1 04/11 0101 032CHECK 6097-BB





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

RECEIVED OF _____

FOR _____

BOOK 10012 PG 444

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 1642389.00
CON TX 6076.88
PRFEE 1.00
WDEED 20.00
TOTAL 6097.88
CHECK 6097.88

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

04/11/96 01 11:15 0001 9311

0170245
IDENTIF. ↑ REFERENCE

96 APR 11 AM 11:14
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1027286