41

SPECIAL WARRANTY DEED BOOK 10428 PG 222

TO: SELF SERVICE MINI STORAGE

FROM: ROOT REAL ESTATE ONE, L.P., LTD.

This instrument was prepared by:
C. Mark Carver, Esq.
Farris, Warfield & Kanaday, PLC
Nineteenth Floor
SunTrust Center
Nashville, Tennessee 37219

Address New Owner(s) as Follows:	Send Tax Bills To:	Map-Parcel Numbers
Self Service Mini Storage 23221 Mercantile Road Beechwood, OH 44122-5911	Same	134-0-189

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $7,000,000.

Affiant

Sworn to and subscribed before me, this 24th day of April, 1997.

Denise M. Gallagher
Notary Public

My Commission Expires: 3/25/2000

NOTARY PUBLIC STATE OF TENNESSEE

SPECIAL 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, **Root Real Estate One, L.P., Ltd.** (hereinafter called the "Seller"), has

bargained and sold, and by these presents does transfer and convey unto **Self Service Mini Storage**, an Ohio general partnership (hereinafter called the "Buyer"), and Buyer's successors and assigns, all of Seller's interest in a certain tract of land in Davidson County, Tennessee, described on Exhibit A attached hereto and incorporated herein by reference.

The above-referenced property is conveyed subject to the following:

1. 1997 taxes to Davidson County, a lien, but not yet due and payable.

2. All matters shown on Plat recorded in Book 7900, Page 178 more particularly described as follows:

   (a) Flow of Sorghum Creek along easterly boundary.
   (b) 30' Utility & Drainage easement along easterly boundary.
   (c) 20' Sewer easement running through the easterly portion of Lot No. 1.
   (d) Joint ingress, egress easement on southerly boundary.
   (e) 15' Minimum building setback line along westerly boundary.
   (f) Anchor easement along northwesterly boundary.
   (g) Satellite dishes along north boundary.
   (h) Power poles and lines along north boundary.
   (i) Restrictive Covenants referenced in Owner's Certificate.

3. Survey Number 90010.95, dated 08/11/95, last revised 04/04/97, prepared by Thomas & Miller, Surveyors, indicated the following:

   (a) Drainage pipes in the southerly and easterly portions of Lot No. 1.
   (b) 100 year floodline in the easterly portion of Lot No. 1.
   (c) Drainage pipes in the northerly and central portion of Lot No. 1.
   (d) Concrete pad overlapping the northerly boundary.
   (e) 6" Sanitary Sewer in the northeasterly portion of Lot No. 1.
   (f) 8" Waterline in the northerly and central portion of Lot No. 1.
   (g) 6" Waterline in the westerly portion of Lot No. 1.
   (h) Overhead Electric Encroachment as shown on survey.

4. Covenants, conditions, restrictions, reservations, easements, options, powers of attorney, and limitations on title contained in Declaration of Easement and Covenants for Linbar Business Center, recorded in Book 8144, page 139, Register's Office for Davidson County, Tennessee, said Easement being located as shown on said survey. Said Declaration is subject to a notice requirement as set forth in Book 8174, page 243.

5. Easement to South Central Bell Telephone Company as set forth in instrument recorded in Book 7096, page 225, located as shown on said survey.

6. Rights of Others in Ingress/Egress Easements recorded in Book 7880, page 731.

This is improved property, known as Linbar Business Center, Nashville, Tennessee.

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 specially and forever defend the title to said real estate to Buyer, and Buyer's successors and assigns, against the lawful claims of all persons claiming through and under Seller (other than claims arising out of the matters set forth above), but not further or otherwise. 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.

IN WITNESS WHEREOF, Seller has caused this Special Warranty Deed to be executed effective as of the 24th day of April, 1997.

GRANTOR:

ROOT REAL ESTATE ONE, L.P., LTD.,
a Delaware limited partnership

By: Root Real Estate Corp.,
Managing General Partner

By: _____
Mark O. Blanford, Vice President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Denise M. Laumeyer, a Notary Public of said County and State, personally appeared Mark O. Blanford, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President of Root Real Estate Corp., a corporation, a general partner of ROOT REAL ESTATE ONE, L.P., LTD., the within named bargainor, a limited partnership, and that he as such Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President of Root Real Estate Corp., a general partner of ROOT REAL ESTATE ONE, L.P., LTD..

Witness my hand and seal, at Office in Nashville, this 24th day of April, 1997.

Denise M. Laumeyer
Notary Public

My Commission Expires: 3/25/2000

BOOK 10428 PG 226

EXHIBIT A

PROPERTY DESCRIPTION

Land being in the First Civil District of Nashville, Davidson County, Tennessee and being located at the northeasterly corner of Wallace Road & Linbar Drive, being a portion of the property conveyed to Crow-Cleveland L.P. in Deed Book 6830, Page 984, Register's Office for Davidson County, and known as Lot 1 on the "Resubdivision of the Linbar Business Park", of record in Plat Book 7900, Page 178, Register's Office of Davidson County, and being more particularly described as follows:

Beginning at a concrete monument at the intersection of the north R.O.W. line of Linbar Drive (80' R.O.W.), and the east R.O.W. line of Wallace Road (50' R.O.W.);

Thence, with said R.O.W. line of Wallace Road N 00° 11' 11" W - 326.89' to an iron pin (new);

Thence, continuing with R.O.W. N 03° 27' 15" E - 105.78' to an iron pin (old) at the southwest corner of John T. Allen, Jr., et al (DB 5634, Pg 977);

Thence, leaving Wallace Road R.O.W. with Allen property, S 87° 06' 35" E - 252.47' to an iron pin (old) disturbed;

Thence, with Allen property N 59° 36' 59" E - 64.15' to a concrete monument (old);

Thence, continuing with Allen N 03° 03' 34" E - 118.48' to an iron pin (old) in the south line of HEW Corporation (DB 5121, Pg 948);

Thence, leaving Allen with HEW, S 86° 39' 27" E - 156.09' to an iron pin (new);

Thence, continuing with HEW property line N 48° 35' 55" E - 280.97' to an iron pin (old) at the southeast corner of HEW tract, this also being in the west R.O.W. of Interstate I-24;

Thence, with Interstate I-24 R.O.W. and leaving HEW tract, S 30° 15' 02" E - 694.92' to an iron pin (old) at the northeast corner of Ritzen Group Venture Partners IV, LP (DB 8015, Pg 64);

Thence, leaving Interstate I-24 R.O.W. with Ritzen Group for the following 2 calls:
S 59° 37' 47" W - 227.36' to an iron pin (old)
N 30° 13' 51" W - 43.00' to an iron pin (old)

In the East line of the Willie K. Davis property (DB 9556, pg 973);

0097755

Thence with Davis for the following 4 calls:

S 59° 46' 12" W - 344.94' to an iron pin (old);
N 30° 14' 05" W - 22.00' to an iron pin (old),
S 59° 46' 12" W - 353.99' to a Chiseled "X" on curb,
S 50° 24' 32" W - 51.16' to a Railroad Spike (old) in the East R.O.W. line of Linbar Drive;

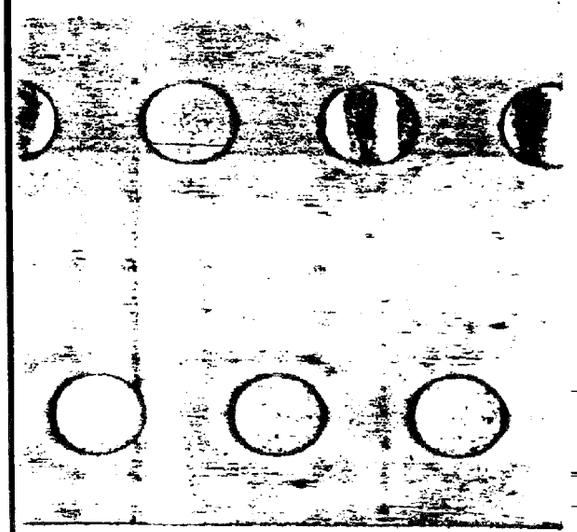
Thence, leaving Davis along Linbar Drive R.O.W. with a curve to the right having a delta of 12° 04' 34", a radius of 309.61', an arc length of 65.26', a chord bearing of N 33° 33' 45" W, and a chord distance of 65.13' to a concrete monument (old);

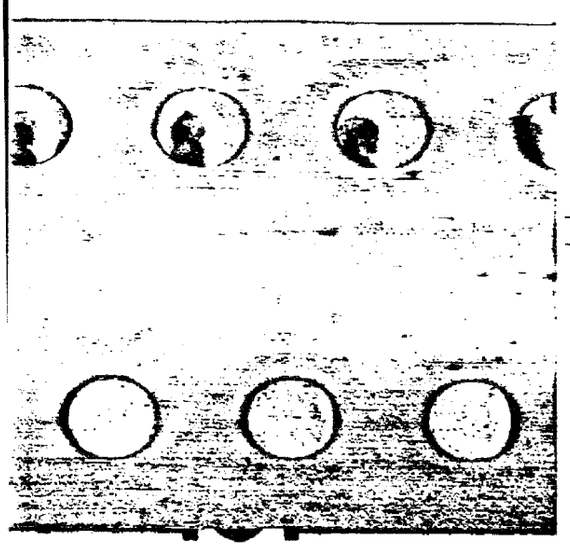
Thence, continuing with Linbar Drive R.O.W. N 27° 47' 23" W - 273.65' to the POINT OF BEGINNING and containing 13.71 acres, more or less.

Being the same property conveyed to Root Real Estate One, L.P., Ltd. by Deed of record in Book 9800, page 500, and Book 9800, page 504, Register's Office for Davidson County, Tennessee.

Together with: easements for ingress, egress, and parking as set forth in Book 8144, page 139, Register's Office for Davidson County, Tennessee; and ingress and egress easement as set forth in Easement Agreement recorded in Book 7880, page 731, Register's Office for Davidson County, Tennessee.

3201 04/24 0101 ORDER 25625.00





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

RECEIVED OF _____

FOR _____

BOOK 10428 PG 228

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
7000000.00
CON TX 25900.00
PRFEE 1.00
WDEED 24.00
TOTAL 25925.00
CHECK 25925.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

04/24/97 01 15:52 0001 3201

0297755
IDENTIFICATION REFERENCE

No. 1143321