BOOK 11098 PAGE 32

SPECIAL WARRANTY DEED

98 SEP -3 AM 10:25
FELIX A. [illegible] REGISTER
DAVIDSON COUNTY, TN.

0483900

THIS INSTRUMENT PREPARED BY BARRETT B. SUTTON, JR.
TUKE YOPP & SWEENEY, PLC
SUITE 1100, NATIONSBANK PLAZA

GRANTOR: STORAGE PARTNERS OF NASHVILLE, LIMITED PARTNERSHIP, a Maryland limited partnership

GRANTEE: DKS INVESTMENTS, LLC, a Tennessee limited liability company

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Address New Owner as Follows:	**Send Tax Bills:**	**Map Parcel No.**
DKS Investments, LLC c/o Dennis A. Salisbury 5827 Charlotte Pike Nashville, TN 37209	Same	91-14-268

****

FOR AND IN CONSIDERATION of the sum of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **STORAGE PARTNERS OF**

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is: Five Hundred Twenty-Five Thousand and 00/100 ($525,000.00) Dollars.

D. Salisbury - member

Affiant

Sworn to and subscribed before me this 2nd day of August, 1998.

STUART JONES NOTARY AT LARGE STATE OF TENNESSEE

Notary Public

My Commission Expires: My Commission Expires Sept 26, 1998.

226431.2 8/28/98

DKS/Hillcrest

NASHVILLE, LIMITED PARTNERSHIP, a Maryland limited partnership ("Grantor"), does hereby bargain, sell and convey to **DKS INVESTMENTS, LLC**, a Tennessee limited liability company ("Grantee"), its successors and assigns, the following described parcel of real estate located in Davidson County, Tennessee, more fully described in Exhibit A, attached hereto and made a part hereof by this reference ("Property"):

The Property is improved property located at 5827 Charlotte Pike, Nashville, Davidson County, Tennessee, commonly known as the Hillcrest Shopping Center.

This conveyance is expressly made subject to those matters set forth on Exhibit B attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to the Grantee, its successors and assigns forever.

And Grantor does covenant with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple, Grantor has a good right to convey the Property, and the Property is unencumbered by, through or under Grantor, except as to matters set forth on Exhibit B.

Except as to those matters set forth on Exhibit B, Grantor does further covenant and bind Grantor, its successors and assigns to warrant and forever defend the title to the Property to the Grantee, its successors and assigns against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

Witness my hand this 31st day of August, 1998.

STORAGE PARTNERS OF NASHVILLE, LIMITED PARTNERSHIP, a Maryland limited partnership

By: Safe-Keeping Storage Nashville, L.P., a Texas limited partnership, its general partner

By: Safe-Keeping Storage Nashville GP, Inc., a Texas corporation, its co-general partner

By: _____
Sid Weiss
Its: President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Stuart Lee, a Notary Public of said County and State, personally appeared Sid Weiss with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of Safe-Keeping Storage Nashville GP, Inc., a Texas corporation, a co-general partner of Safe-Keeping Storage Nashville, L.P., a general partner of Storage Partners of Nashville, Limited Partnership, the within named bargainor, a Maryland limited partnership, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of himself as President of Safe-Keeping Storage Nashville GP, Inc., a co-general partner of Safe-Keeping Storage Nashville, L.P., a general partner of Storage Partners of Nashville, Limited Partnership.

Witness my hand and seal, at Office in Nashville, this 31 day of August, 1998.

STUART JONES NOTARY AT LARGE STATE OF TENNESSEE

Notary Public

My Commission Expires: My Commission Expires Sept 26, 1998

EXHIBIT "A"

Lot 4

Being a parcel of land in Nashville, First Civil District, Twenty-Fourth Councilmanic District, Davidson County, Tennessee, being Lot 4 shown on the Resubdivision of Lot One of Section Two, John M. Branham's Farm, of record in Plat Book 8250, Page 955, Register's Office of Davidson County, Tennessee and being more particularly described as follows:

COMMENCE at a point in the southerly right-of-way of Charlotte Pike (U.S. Highway 70), said point being the most northeast corner of Lot 1 of said John M. Branham's Farm and being the northwest corner of Lot 1 shown on the plan of Mr. Gatti's Charlotte Pike Development of record in Book 5190, Page 441, R.O.D.C., said point further described as being approximately 515 feet east of the easterly right-of-way of Lellyett Street;

THENCE, leaving said Charlotte Pike with the common boundary between said John M. Branham's Farm and Mr. Gatti's Charlotte Pike Development, S 24° 23' 00" E, 173.00 feet to a point, the southwest corner of Lot 1 of said Mr. Gatti's subdivision.

THENCE, severing said Lot 1 of John M. Branham's Farm with a tie line, S 72° 44' 33" E, 102.68 feet to the northwest corner of the herein described parcel, the true point of beginning;

THENCE, with a curb line, N 76° 07' 12" E, 215.22 feet to the intersection of curbs;

THENCE, continuing with a curb, S 13° 56' 13" E, 236.20 feet to a point;

THENCE, leaving said curb, traversing a parking lot, S 76° 02' 22" W, 215.47 feet to a point;

THENCE, continuing crossing said parking lot, N 13° 52' 31" W, 236.51 feet to the point of beginning.

Containing 50,898 square feet or 1.17 acres, more or less.

Being a portion of the same property conveyed to Storage Partners of Nashville, L.P. by Deed of record in Book 10837, page 48 in the Register's Office of Davidson County, Tennessee.

226483.1 8/28/98

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

EXHIBIT B

Permitted Encumbrances

1. Metropolitan Nashville and Davidson County real estate taxes for the year 1998.

2. All matters shown on Plat recorded in Book 5210, page 252, Register's Office for Davidson County, Tennessee, as amended by the Resubdivision of Lot One of Section Two, John M. Branham's Farm, of record in Book 8250, page 955, Register's Office for Davidson County, Tennessee.

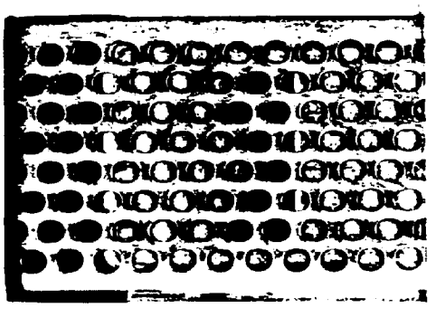
3. Easements, Restrictions & Option Agreement set for in instrument of record in Book 5570, page 560, said Register's Office, as confirmed and amended by the Consent of the owner of Parcel 1 and the mortgagee of Parcel 1 of said instrument, to be recorded of even date herewith.

4. Reciprocal Easement Agreement, between Grantor and Grantee, of even date herewith, to be recorded of even date herewith.

5. Unrecorded leases to retail tenants.

6. Matters of survey.

5462 09/03 0101 03CHECK 1965.50



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

RECEIVED OF _____

FOR _____

BOOK 11098 PAGE 37

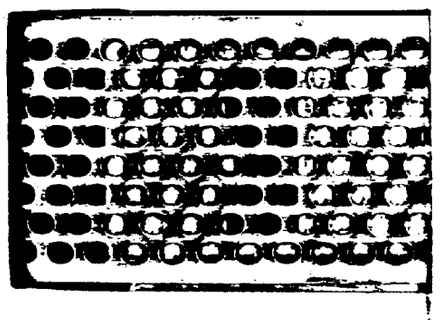
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT
525000.00
CON TX 1942.50
PRFEE 1.00
WDEED 20.00
CFEE 2.00
TOTAL 1965.50
CHECK 1965.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

09/03/98 01 10:26 0001 6462



0483900
IDENTIF. # REFERENCE

98 SEP -3 AM 10:25

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No.1341900