Box 37
LL

Prepared by and Return to:	Property Owner:	Property Address:	Mail Tax Bills To:	Tax Parcel Nos:
Geoffrey M. Hirsch Krivcher Magids PLC 1755 Kirby Parkway Suite 150 Memphis, TN 38120-4320	ABA #9, LLC c/o AutoBody America Inc. 1110 Bonifant St. Suite 401 Silver Spring, MD 20901	5700 Hickory Plaza 420 Hickory View Drive Nashville, TN 37211	ABA #9, LLC c/o AutoBody America Inc. 1110 Bonifant St. Suite 401 Silver Spring, MD 20901	16100016700 16100017400

SPECIAL WARRANTY DEED

THIS INDENTURE is made and entered into this 12th day of July, 2000, by and between **ERIC L. STENGEL** (hereinafter referred to as "Grantor") and **ABA #9, LLC**, a Delaware limited liability company (hereinafter referred to as "Grantee").

WITNESSETH:

Instr:200007240072949 Page: 1 OF 5
REC'D FOR REC 07/24/2000 1:44:14PM
RECORD FEE: $23.00
M. TAX: $0.00 T. TAX: $925.00

THAT for and in consideration of TEN DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, Grantor has bargained and sold and does hereby bargain, sell, convey and confirm unto the said Grantee the following described real estate situated and being in Davidson County, Tennessee, to wit:

> All of that certain real estate described in Exhibit "A" attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the aforesaid property together with all the appurtenances and hereditaments thereunto belonging or in the anywise appertaining unto Grantee, its successors and assigns in fee simple forever.

AND, subject always to those liens, easements, encumbrances and exceptions listed in Exhibit "B" attached hereto and incorporated herein by reference, Grantor does hereby covenant with Grantee that title to aforesaid property Grantor will warrant and forever defend against the lawful claims of all persons claiming by, through or under Grantor, but not further or otherwise.

The aforesaid property being part of the property conveyed to Grantor by (i) Quitclaim Deed recorded December 28, 1995, from Kermit C. Stengel, Jr. of record in Book 9901, Page 715 in the Register's Office of Davidson County, Tennessee; (ii) Quitclaim Deed recorded January 2, 1996, from Kermit C. Stengel, Jr. of record in Book 9906, Page 191 in the Register's Office of Davidson County, Tennessee; and (iii) Quitclaim Deed recorded July 24, 2000, from Kermit C. Stengel, Jr. of record in 20000724007294 8 in the Register's Office of Davidson County, Tennessee.

S. CLAUDIA K. STENGEL, the spouse of Grantor, joins herein for the purpose of quit claiming and assigning, and does hereby quit claim and assign to Grantee any and all interest which she may have in the subject property by virtue of her marriage to Grantor, including without limitation any community property interest or homestead rights, but does not join in any warranty set forth herein.

As used in this instrument, the terms "Grantor" and "Grantee" shall be construed to include said parties and their respective heirs, successors and assigns, and such terms or pronouns used therefor shall be construed according to their gender and number according to the context thereof.

[SIGNATURES ON THE FOLLOWING PAGE]

[signature page to special warranty deed]

IN WITNESS WHEREOF, Grantor has executed this instrument on the day and year first above written.

ERIC L. STENGEL

S. CLAUDIA K. STENGEL

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, a Notary Public of the state and county aforesaid, personally appeared ERIC L. STENGEL, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed it for the purposes therein contained.

Witness my hand, at office, this 28th day of June, 2000.

Dorothye A. Byrd
Notary Public

DOROTHYE A CYRD NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

My Commission Expires:
11/30/2002

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, a Notary Public of the state and county aforesaid, personally appeared S. CLAUDIA K. STENGEL, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that she executed it for the purposes therein contained.

Witness my hand, at office, this 28th day of June, 2000.

Karen W. Taylor
Notary Public

My Commission Expires:
My Commission Expires MAR 23, 2002

KAREN W. TAYLOR NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

AFFIDAVIT OF VALUE

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00), which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 28th day of June, 2000.

Notary Public

My Commission Expires: 11/30/2002

EXHIBIT A
LEGAL DESCRIPTION

Land in Davidson County, Tennessee, being Lot 1 of the Resubdivision of Lots 15 and 16 on the Plan of Hickory Plaza, Section Two of record under Instrument No. 200007130069325, in the Register's Office for Davidson County, Tennessee.

EXHIBIT B
PERMITTED EXCEPTIONS

1. Restrictions contained in a Lease from Cousins Properties of Tennessee, Inc. to The Kroger Co., dated July 30, 1973, and of record in Book 4747, Page 624, as amended in Book 4818, Page 748 in the Register's Office of Davidson County, Tennessee.

2. Restrictions contained in a Lease from Cousins Properties of Tennessee, Inc. to SuperX Drugs of Texas, Inc., dated July 30, 1973, and of record in Book 4747, Page 628 in the Register's Office of Davidson County, Tennessee.

3. Agreements for Dedication of Easement for Sanitary Sewer and/or Storm Drainage to Metro, as set forth in instruments of record in Book 5505, Page 831 and Book 5505, Page 834 in the Register's Office of Davidson County, Tennessee.

4. All matters shown on plat of record in Book 5200, Page 68, as amended in Book 6623, Page 215 in the Register's Office of Davidson County, Tennessee.

5. Terms and Conditions of Cross Easement Agreement as set forth in instrument of record in Book 4818, Page 745 in the Register's Office of Davidson County, Tennessee.

6. Easements set forth in instrument of record in Book 4827, Page 892, as modified in Book 5308, Page 27 in the Register's Office of Davidson County, Tennessee.

7. Clearance Permit to Southern Bell Telephone & Telegraph Co., as set forth in instrument of record in Book 1065, Page 259 in the Register's Office of Davidson County, Tennessee.

8. Real estate taxes payable to the Metropolitan Government of Nashville and Davidson County for 2000.