Instr:200008090079136 Page: 1 OF 10
REC'D FOR REC 08/09/2000 3:10:54PM
RECORD FEE: $45.00
T. TAX: $0.00 T. TAX: $19338.88

Address of New Owner:	Send Tax Bills to:	Map-Parcel Numbers
Madison Realty, LLC c/o Edwin P. Yates 3224 Club Drive Los Angeles, California 90064	Madison Realty, LLC c/o Edwin P. Yates 3224 Club Drive Los Angeles, California 90064	Tax Map 51 Parcels 154 and 180
This instrument prepared by: Burr & Forman LLP/George F. Maynard 600 West Peachtree Street, Suite 1200 One Georgia Center Atlanta, Georgia 30308		

SPECIAL WARRANTY DEED

STATE OF GEORGIA §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FULTON §

THAT, **KTN HOLDINGS, INC.**, a Georgia corporation ("Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) in hand paid to Grantor by **MADISON REALTY, LLC**, a California limited liability company ("Grantee"), whose mailing address is c/o Edwin P. Yates, 3224 Club Drive, Los Angeles, California 90064, and other good and valuable consideration, the receipt and sufficiency of which considerations are hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto Grantee that certain tract of real property located in Davidson County, Tennessee as more particularly described on **Exhibit "A"** attached hereto, incorporated herein and made a part hereof for all purposes, together with any and all appurtenances belonging or appertaining thereto (said real property together with any and all of the related rights and appurtenances being herein collectively referred to as the "Property").

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its heirs, successors and assigns, forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its 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; provided that this conveyance and the warranty of Grantor herein contained are subject to (a) the matters herein stated, (b) the matters described on **Exhibit "B"** attached hereto, to the full extent same are valid and pertain to the Property, (c) any and all matters on the ground that a true and correct survey would reveal, and (d) any and all leases covering or affecting all or any portion of the Property and the rights of tenants thereunder.

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, OF, AS TO, CONCERNING, OR WITH RESPECT TO (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (ii) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, (iii) THE COMPLIANCE OF OR BY THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (iv) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (v) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDER OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATIONS PROMULGATED THEREUNDER. GRANTEE SHALL RELY SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR, ITS AGENTS OR CONTRACTORS. GRANTOR SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF GRANTOR.

For the same consideration, Grantor hereby conveys to Grantee, without any representation or warranty as to title, express or implied, Grantor's interest, if any, in and to adjacent streets, alleys or rights-of-way pertaining to the Land.

All ad valorem taxes and assessments for the Property for the year 1999 have been paid by tenants.

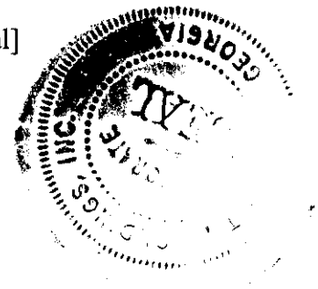
EXECUTED on the date of the acknowledgment hereinbelow, to be effective however as of the 31st day of July, 2000.

KTN HOLDINGS, INC.,
a Georgia corporation

By: _____
Name: _____
Title: _____

"GRANTOR"

[corporate seal]



This instrument prepared by:
George F. Maynard, Esq.
Burr & Forman LLP
600 West Peachtree Street, Suite 1200
Atlanta, Georgia 30308

By: _____
George F. Maynard, Esq.

STATE OF GEORGIA §
§
COUNTY OF FULTON §

Personally appeared before me, the undersigned authority in and for the said County and State, on this 25 day of July, 2000, within my jurisdiction, the within-named Fred S. Zohouri, who acknowledged that he is the President of KTN HOLDINGS, INC., a Georgia corporation, on behalf of said corporation, and as its act and deed he executed the foregoing instrument, on the day and year therein mentioned and he is duly authorized by said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25 day of July, 2000.

Notary Public in and for the State of Georgia
Printed Name: George Maynard
My Commission Expires:

Notary Public, Fulton County, Georgia
My Commission Expires Jan. 23, 2004

TENNESSEE VALUE AFFIDAVIT

STATE OF GEORGIA)
)
COUNTY OF FULTON)

Instrument: Warranty Deed

Grantor: KTN Holdings, Inc., a Georgia corporation

Grantee: Madison Realty, LLC, a California limited liability company

Date: July 31, 2000

Personally the undersigned did appear before the below described attesting officer, and after being duly sworn did state under oath as follows:

1. The actual consideration or value, whichever is greater, for this transfer is $5,226,724.45.

KTN HOLDINGS, INC.,
a Georgia corporation

By: _____

Title: _____

[CORPORATE SEAL]

Subscribed and sworn to before me, this 25th day of July, 2000.

_____
Notary Public

My commission expires:

Notary Public, Fulton County, Georgia
My Commission Expires Jan. 23, 2004

(Affix Seal)

79461

Exhibit A

PROPERTY DESCRIPTION TRACT 1

BEING A CERTAIN TRACT OF LAND LOCATED AT THE SOUTHWEST INTERSECTION OF GALLATIN PIKE AND WALTON LANE IN THE 8TH COUNCILMANIC DISTRICT OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON PIN (OLD), SAID PIN BEING IN THE SOUTH RIGHT OF WAY OF WALTON LANE AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE ALONG SAID RIGHT OF WAY SOUTH 41 DEGREES 21 MINUTES 54 SECONDS EAST, 53.42 FEET TO A RAILROAD SPIKE, SAID SPIKE BEING IN THE WEST RIGHT OF WAY OF GALLATIN PIKE;

THENCE WITH SAID RIGHT OF WAY OF GALLATIN PIKE SOUTH 10 DEGREES 02 MINUTE 05 SECONDS WEST, 287.11 FEET TO A P.K. NAIL (NEW),

THENCE LEAVING SAID RIGHT OF WAY, NORTH 88 DEGREES 21 MINUTES 27 SECONDS WEST, 232.22 FEET TO AN P.K. NAIL (NEW);

THENCE SOUTH 01 DEGREES 36 MINUTES 34 SECONDS WEST, 205.81' TO A P.K. NAIL (NEW);

THENCE SOUTH 88 DEGREES 21 MINUTES 27 SECONDS EAST 69.68 FEET TO A P.K. NAIL (OLD) IN A BROKEN CONCRETE MONUMENT (OLD);

THENCE SOUTH 04 DEGREES 35 MINUTES 09 SECONDS WEST, 99.11 FEET TO A POINT, IN THE NORTH RIGHT OF WAY OF BRILEY PARKWAY;

THENCE WITH SAID RIGHT OF WAY, SOUTH 47 DEGREES 43 MINUTES 49 SECONDS WEST, 44.19 FEET TO A CONCRETE MONUMENT (OLD);

THENCE WITH SAID RIGHT OF WAY, SOUTH 76 DEGREES 20 MINUTES 33 SECONDS WEST, 190.48 FEET TO A CONCRETE MONUMENT (OLD);

THENCE WITH SAID RIGHT OF WAY, SOUTH 66 DEGREES 11 MINUTES 05 SECONDS WEST, 121.52 FEET TO AN IRON PIN (OLD);

THENCE LEAVING SAID RIGHT OF WAY, NORTH 82 DEGREES 45 MINUTES 24 SECONDS WEST, 641.28 FEET TO A CONCRETE MONUMENT (OLD), SAID MONUMENT BEING IN THE EAST RIGHT OF WAY OF CSX RAILROAD AND BEING THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 01 DEGREES 20 MINUTES 33 SECONDS, A RADIUS OF 11,424.69 FEET, AN ARC LENGTH OF 267.68 FEET AND A CHORD OF NORTH 16 DEGREES 28 MINUTES 21 SECONDS EAST, 267.67 FEET;

THENCE WITH SAID RAILROAD RIGHT OF WAY ALONG THE ARC OF THE ABOVE DESCRIBED CURVE 267.68 FEET TO AN IRON PIN (OLD);

THENCE WITH SAID RAILROAD RIGHT OF WAY, NORTH 17 DEGREES 35 MINUTES 22 SECONDS EAST, 425.69 FEET TO AN IRON PIN (OLD), SAID PIN BEING IN THE SOUTH RIGHT OF WAY OF WALTON LANE;

THENCE WITH SAID RIGHT OF WAY OF WALTON LANE, NORTH 85 DEGREES 01 MINUTES 21 SECONDS EAST, 298.99 FEET TO AN IRON PIN (OLD);

THENCE WITH SAID RIGHT OF WAY, SOUTH 88 DEGREES 00 MINUTES 00 SECONDS EAST, 654.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 671,491 SQUARE FEET OR 15.415 ~~%%p~~ +/- ACRES.

PROPERTY DESCRIPTION TRACT 3

BEING A CERTAIN TRACT OF LAND LOCATED IN THE 8TH COUCILMANIC DISTRICT OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT (OLD), SAID MONUMENT BEING IN THE EAST RIGHT OF WAY OF CSX RAILROAD, THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND THE SOUTHWEST CORNER OF TRACT 1 DESCRIBED ABOVE, ALSO BEING IN THE NORTH RIGHT OF BRILEY PARKWAY;

THENCE WITH THE LINE OF TRACT 1 ABOVE SOUTH 82 DEGREES 45 MINUTES 24 SECONDS EAST, 641.28 FEET TO AN IRON PIN (OLD), SAID PIN BEING IN THE NORTH RIGHT OF WAY OF BRILEY PARKWAY;

THENCE WITH SAID RIGHT OF WAY SOUTH 66 DEGREES 11 MINUTES 05 SECONDS WEST, 221.08 FEET TO A CONCRETE MONUMENT (OLD);

THENCE WITH SAID RIGHT OF WAY SOUTH 88 DEGREES 38 MINUTES 05 SECONDS WEST, 128.84 FEET TO A CONCRETE MONUMENT (OLD);

THENCE WITH SAID RIGHT OF WAY NORTH 60 DEGREES 25 MINUTES 04 SECONDS WEST, 350.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 48,194 SQUARE FEET OR 1.106 ACRES.

Being part of the same property conveyed to KTN Holdings, Inc., a Georgia corporation by Special Warranty Deed from Global Equity Investments, Inc., a Georgia corporation of record as Instrument No. 199912210305852 in the Register's Office of Davidson County, Tennessee.

EXHIBIT "B"

1. Taxes for the year 2000 and subsequent years.

2. A Commercial Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing by KTN Holding, Inc., a Georgia corporation, trustor, to William D. Castleman, trustee, for the benefit of Artesia Mortgage Capital Corporation, a Delaware corporation, beneficiary, to secure a note in said Register's Office original amount of $3,840,545.00 and any other obligations secured thereby, of record as Instrument No. 199912210305853, in the Register's Office of Davidson County, Tennessee.

   Said Deed of Trust was modified by Modification Agreement of record as Instrument No. 200007210072231, said Register's Office.

3. Easement Grant and Agreement dated August 25, 1964, between Maddux Construction Company, Inc. and Riverside Plaza, Inc., of record in Book 3807, page 802, in said Register's Office. (as to Tract I only)

4. Deed of Conveyance for sanitary sewer of record in Book 4016, page 869, in said Register's Office. (as to Tract I only)

5. Easement Agreement for ingress and egress of record in Book 6014, page 888, in said Register's Office.

6. Access Rights of the Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 5351, page 881, in said Register's Office. (as to Tract 3)

7. Subject to chartered right-of-way of the L&N Railroad.

8. Survey of Ragan-Smith Associates, Job No. 97-108, dated September 16, 1997, last revised July 27, 2000, shows 20' minimum building setback line, charter right of way for CSX Railroad, and approximate location of 20' ingress/egress easement, on westerly portion of premises (as to both Tracts 1 and 3); ingress/egress easement on the southeasterly portion of premises, sanitary sewer, proposed 20' public sanitary sewer and utility easement and 15' minimum building setback line, near easterly margin of premises along Gallatin Road; proposed 60' ingress/egress easement and proposed 20' waterline easement containing 8" water line, on the northeasterly portion of premises; overhead electric and telephone lines crossing property, and curbing extending over property line on easterly and northerly sides of premises (as to Tract 1).

EXHIBIT "B"
CONTINUED

9. Lack of ingress and egress to Tract 3 to and from public streets, except over and across Tract 1.

10. Memorandum of lease dated November 7, 1997, between MTN Holdings, Inc., a Georgia corporation, (Landlord) and KMART Corporation, a Michigan corporation (Tenant), recorded November 17, 1997, in Book 10685, page 604, said Register's Office, as amended by First Amendment to Lease, of record as Instrument No. 200008070077968, Register's Office for said County.

11. Subordination, Nondisturbance and Attornment Agreement by and between KMART Corporation (Tenant) and Artesia Mortgage Capital Corporation (Lender), of record as Instrument No. 199912210305854, said Register's Office.

12. Shopping Center Reciprocal Easement and Operation Agreement of record in Book 10685, page 621, and re-recorded in Book 11385, page 706, said Register's Office, as amended by First Amendment thereto of record as Instrument No. 200008070077969, said Register's Office.

13. UCC-1 Financing Statement of record as Instrument No. 199912210305855 in said Register's Office.