File 35
CTTC

QUITCLAIM DEED

FROM: John T. Rochford,
Grantor

TO: Rochford Realty and
Construction Co., Inc.,
a Tennessee corporation,
Grantee

This instrument was prepared by:
Warren H. Wild, Jr.
Farris, Warfield & Kanaday, PLC
424 Church Street, Suite 1800
Nashville, TN 37219

Instr:200008100079582 Page: 1 OF 4
REC'D FOR REC 08/10/2000 4:02:42PM
RECORD FEE: $18.00
M. TAX: $0.00 T. TAX: $0.00

Address New Owner as Follows:

Rochford Realty and
Construction Co., Inc.
2200 Abbott Martin Road
Nashville, Tennessee 37205

Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes:
Same

Map-Parcel Numbers

86-0-336

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is ~~—~~ 0 ~~—~~ and ___/100 Dollars ($ — 0 —).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 8th day of August, 2000.

Lillian Franck
Notary Public

LILLIAN FRANCK NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: 9-28-02

FOR VALUE RECEIVED, and in further consideration of Grantee's assumption of certain leases described herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, John T. Rochford ("Grantor"), quitclaims unto Rochford Realty and Construction Co., Inc., a Tennessee corporation ("Grantee"), its successors and assigns, a certain tract or parcel of land (the "Property") in Davidson County, State of Tennessee, described as follows, to wit:

> Lot No. 1D on the resubdivision of Lot 1A, Northlake Village, of record in Plat Book 9700, page 35, Register's Office for Davidson County, Tennessee, to which plat reference is here made for a complete description.
>
> Being a part of the property conveyed to Grantee by deed from Northlake Village, L.P. ("Northlake"), a Tennessee limited partnership, recorded in Book 11522, page 69, Register's Office for Davidson County, Tennessee, and subsequently conveyed to Grantor by unrecorded quitclaim deed from Grantee.

This is improved property located near the intersection of Old Hickory Boulevard and Andrew Jackson Parkway.

This quitclaim is expressly made subject, without limitation, to the following:

1. Any unpaid taxes.

2. All easements, conditions and other matters shown on the Plans of Record recorded in Book 7900, page 29, to the extent applicable, as amended in Book 8403, page 255, and in Book 9700, page 35, Register's Office for Davidson County, Tennessee.

3. Restrictive covenants contained in instrument of record in Book 7671, page 959, Register's Office for Davidson County, Tennessee.

4. Terms of lease dated 8-10-87, by and between TennSouth Properties, Ltd., as landlord, and M & H Food Companies, Inc., as tenant, a memorandum of which is of record in Book 7327, page 979, as amended of record in Book 7591, page 408 and in Book 7667, page 679, and as assigned to and assumed by The Kroger Co. in Book 10082, page 118, said Register's Office,.

5. Terms of lease dated 2-19-88 by and between TennSouth Properties, Ltd., as landlord, and Hook-Super X, Inc., as tenant, a memorandum of which is of record in Book 7572, page 986, said Register's Office.

6. Terms of lease dated May 22, 1991 by and between Northlake Village, L.P., as landlord, and Frank's Nurseries, Inc., as tenant, a memorandum of which is of record in Book 8531, page 352, said Register's Office.

7. All matters that would be shown on a current survey of the Property.

8. Applicable zoning ordinances, and regulations, building restrictions, setback lines, public utility easements affecting the Property, if any.

9. Reciprocal Easement Agreement with Covenants between Grantor and The Signature Group, Inc. recorded in Book 9811, page 397, as corrected in Book 10199, page 901, in said Register's Office.

10. Conveyance and access rights to State of Tennessee as set forth in Deed recorded in Book 7658, page 108, in said Register's Office.

11. Reciprocal Easements and Restrictions Agreement of record in Book 9520, page 70, as amended by First Amendment to Reciprocal Easements and Restriction Agreement recorded in Book 10123, page 924, said amendment having been consented to by Consent recorded in Book 10123, page 929, said Register's Office.

12. Reciprocal Easement Agreement with covenants between Grantor and Northlake recorded in Book 11522, page 76, said Register's Office.

13. Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing for Commercial Purposes recorded in Book 11522, page 141, said Register's Office to secure Grantor's purchase money financing of this conveyance.

14. Memorandum of Option from Grantor to Northlake in Book 11522, page 134, said Register's Office, to evidence Northlake's option to repurchase the Property.

15. Covenants and restrictions contained in the deed from Northlake to Grantor of record in Book 11522, page 69, said Register's Office.

16. All other financing secured by recorded liens on the Property granted by Grantor.

17. Lease Agreement dated as of November 18, 1998, between Grantor and West Marine Products, Inc., a California corporation (the "West Marine Lease"), a Memorandum of which is recorded in Book 11522, page 59, said Register's Office.

18. Lease dated as of May 5, 1999, between Grantor and Petco Animal Supplies, Inc., a Delaware corporation (the "Petco Lease"), a Memorandum of which is recorded in Book 11522, page 66, said Register's Office.

The West Marine Lease and the Petco Lease are herein called the "Leases".

Grantor assigns to Grantee the Leases and all of Grantor's rights, title, interest and obligations as landlord under the Leases. Grantee joins in the execution of this Deed to accept this assignment of the Leases and to assume and agree to perform all obligations of landlord set forth in the Leases.

Grantee further joins in the execution of this Deed to evidence its agreement that Grantee, its successors and assigns, will be bound by the covenants and restrictions set forth herein.

Witness our hands this 10th day of August, 2000.

GRANTEE:

ROCHFORD REALTY AND CONSTRUCTION CO., INC.

By: _____

Title: President

GRANTOR:

_____
John T. Rochford

STATE OF Tennessee)
COUNTY OF Davidson)

Personally appeared before me, Lillian Franck, a Notary Public of said County and State, JOHN T. ROCHFORD, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at Office in Nashville, TN, this 8th day of August, 2000.

_____
Lillian Franck
Notary Public

My Commission Expires: 9-28-02

LILLIAN FRANCK NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Lillian Franck, a Notary Public of said County and State, personally appeared John I. Rochford, 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 (or other officer authorized to execute the instrument) of ROCHFORD REALTY AND CONSTRUCTION CO., INC., the within named bargainor, a corporation, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as John I. Rochford.

Witness my hand and seal, at Office, this 8th day of August, 2000

Lillian Franck
Notary Public

My Commission Expires: 9-28-02

LILLIAN FRANCK NOTARY PUBLIC AT LARGE STATE OF TENNESSEE