PLEASE RETURN TO:
CASTLEMAN TITLE & ESCROW, INC.
WILLIAM D. CASTLEMAN, ATTORNEY
110 GLANCY STREET, SUITE #112
GOODLETTSVILLE, TN 37072

47

Instr:200008070077971 Page: 1 OF 6
REC'D FOR REC 08/07/2000 10:09:15AM
RECORD FEE: $27.00
M. TAX: $0.00 T. TAX: $192.40

Address of New Owner:	Send Tax Bills to:	Map-Parcel Numbers
NM&M, L.L.C. P.O. Box 70324 Marietta, Georgia 30007	NM&M, L.LC P.O. Box 70324 Marietta, Georgia 30007	Tax Map 51 Portion of Parcel 154
This instrument prepared by: Burr & Forman LLP 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 **NM&M, L.L.C.,** a Georgia limited liability company ("Grantee") whose mailing address is c/o Burr & Forman LLP, 600 West Peachtree Street, Suite 1200, Atlanta, Georgia 30308, 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.

THIS INSTRUMENT IS BEING RE-RECORDED FOR THE PURPOSE OF ADDING THE RECORDING OF THE FINAL PLAT TO THE LEGAL DESCRIPTION; THERE ARE NO FURTHER CHANGES.

66915 (9062.202)

Davidson County DEEDWARR
Recvd: 10/10/00 11:22 6pgs
Fees:26.00 Taxes:0.00
20001010-0100467

RE-RECORD

By acceptance hereof, Grantee consents to abandonment of the easements created by that certain Easement Agreement dated August 25, 1964, recorded at Deed Book 3807, page 802, Register's Office of Davidson County, Tennessee.

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 2000 and subsequent years shall be the responsibility of Grantee.

EXECUTED on the date of the acknowledgment hereinbelow, to be effective however as of the 30th day of June, 2000.

KTN HOLDINGS, INC.,
a Georgia corporation

By:_____
Fred S. Zohouri, President

"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 30 day of June, 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 30 day of June, 2000.

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

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

STATE OF GEORGIA §
§
COUNTY OF FULTON §

The actual consideration or value, whichever is greater, for this transfer is $52,000.00.

NM&M, L.L.C.
a Georgia corporation

By: _____ (Seal)
Ron Swichcow, Manager

Subscribed and sworn to before me this 30 day of June, 2000.

Notary Public
My Commission Expires:

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

Exhibit A

PROPERTY DESCRIPTION ~~PROPOSED~~ TRACT 4

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

BEGINNING ON A CONCRETE MONUMENT IN THE WEST RIGHT OF WAY OF GALLATIN PIKE AND THE NORTH RIGHT OF WAY OF BRILEY PARKWAY, SAID MONUMENT BEING THE SOUTHEAST CORNER OF SUBJECT TRACT;

THENCE LEAVING GALLATIN PIKE ALONG THE NORTH RIGHT OF WAY OF BRILEY PARKWAY NORTH 88 DEGREES 21 MINUTES 27 SECONDS WEST, 34.48 FEET TO A CONCRETE MONUMENT (0), SAID MONUMENT BEING THE NORTHEAST CORNER OF MTN OUTPARCEL, INC., TRACT 2 OF RECORD IN BOOK 10681, PAGE 424, REGISTER'S OFFICE DAVIDSON COUNTY, TENNESSE,

THENCE WITH SAID TRACT 2, NORTH 88 DEGREES 21 MINUTES 27 SECONDS WEST, 97.64 FEET TO A CONCRETE MONUMENT (0), SAID MONUMENT BEING A CORNER OF KTN HOLDINGS, INC., TRACT 1, OF RECORD IN INSTRUMENT NUMBER 199912210305852, REGISTER'S OFFICE DAVIDSON COUNTY, TENNESSEE;

THENCE, WITH A NEW LINE SEVERING SAID TRACT 1 FOR THE NEXT 3 CALLS,

1. NORTH 88 DEGREES 21 MINUTES 27 SECONDS WEST, 69.68 FEET TO AN P.K. NAIL (NEW)
2. NORTH 01 DEGREES 36 MINUTES 34 SECONDS EAST, 205.81 FEET TO AN P.K. NAIL (NEW),
3. SOUTH 88 DEGREES 21 MINUTES 27 SECONDS EAST, 232.22 FEET TO AN P.K. NAIL (NEW), IN THE WEST RIGHT OF WAY OF GALLATIN PIKE;

THENCE ALONG THE WEST MARGIN OF GALLATIN PIKE, SOUTH 10 DEGREES 02 MINUTES 05 SECONDS WEST, 186.51 TO IRON PIN (OLD);

THENCE CONTINUING WITH SAID MARGIN ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01 DEGREES 19 MINUTES 04 SECONDS, A RADIUS OF 3,879.72' AN ARC LENGTH OF 21.52 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 09 DEGREES 52 MINUTES 33 SECONDS WEST, 21.52' TO THE POINT OF BEGINNING AND CONTAINING 44, 658 SQUARE FEET OR 1.025 ACRES, MORE OR LESS. (CONTINUED - SEE BELOW *)

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO KTN HOLDINGS, INC., A GEORGIA CORPORATION, BY DEED FROM GLOBAL INVESTMENTS, INC., A GEORGIA CORPORATION, OF RECORD IN INSTRUMENT # 199912210305852, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

* The above-described land being further described as Lot 1, Madison K-Mart Plaza, according to Final Plat of record at Instrument No. 200008010076013, Register's Office for Davidson County, Tennessee.

First American Title Insurance Company

COMMITMENT

Exhibit B

SCHEDULE B - Section 2

Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records. Affidavit
3. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
4. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.
5. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
6. Any lien or right to a lien for services, labor or material imposed by law and not shown by the public records.
7. Taxes and assessments for 2000 and subsequent years, a lien, but not yet due and payable.
8. Survey by Ragan-Smith-Associates, Inc., dated March 2, 2000 (to be signed by Surveyor) shows a 20 foot minimum building setback line from Gallatin Pike (per plat) and from back line, and location of light poles, catch basin, electric box, and proposed sanitary manhole.
9. Easement Grant and Agreement between Maddux Construction Company, Inc., and Riverside Plaza, Inc. of record in Book 3807, page 802, in said Register's Office, shown as to be abandoned on Survey by Ragan-Smith-Associates, Inc. dated March 2, 2000.
10. Terms and conditions of Lease dated November 7, 1997, between MTN Holdings, Inc., Landlord, and KMart Corporation, Tenant, evidenced by Memorandum of Lease of record in Book 10685, page 604, in said Register's Office, as amended
11. Shopping Center Reciprocal Easement and Operation Agreement dated November 7, 1997, by and among MTN Holdings, Inc., MTN Outparcel, Inc. and KMart Corporation, of record in Book 10685, page 621, re-recorded in Book 11385, page 706, in said Register's Office, as amended
12. The acreage mentioned in the legal description is only for convenience in identifying the tract insured; it is not intended that the policy insure the

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.