Davidson County DEEDWARR
Recvd: 05/25/01 09:39 7pgs
Fees:30.00 Taxes:0.00
20010525-0054638

SPECIAL WARRANTY DEED

Lafayette Street, Nashville, TN - PS No. 28611

THIS INDENTURE, made and entered into this 29th day of December, 2000, by and between STR Management Corporation of Tennessee, a Missouri corporation (party of the first part), and PS Tennessee L.P., a Tennessee limited partnership (party of the second part).

WITNESSETH: That for and in consideration of Ten Dollars and no cents ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of Davidson, State of Tennessee, more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its successors, heirs and assigns in fee simple forever.

And the said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has good right to sell and convey the same; that the same is unencumbered except for the liens for local taxes, and other easements conditions and restrictions, if any, of record affecting said property.

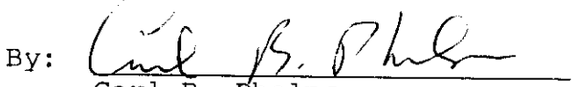
And that the title and quiet possession thereto party of the first part will warrant and forever defend against the lawful claims of all persons claiming by, through or under party of the first part, but no further or otherwise.

Party of the first part does hereby bind itself and its successors and assigns to warrant and forever defend the Property together with all and singular the rights and appurtenances thereto unto party of the second part (but not the party of the second part's successors and assigns or any future owner of the Property or any part thereof or any interest therein other than the party of the second part) against every person whomsoever lawfully claiming or to claim the same or any part thereof; provided that there shall be excluded from this

part thereof; provided that there shall be excluded from this contractual general warranty of title of the party of the first part set forth in this paragraph any and all matters excluded from the coverage of, or not insured by, a policy of title insurance insuring the title to the Property held by the party of the first part or by any party controlling, controlled by or under common control with party of the first part who has made a comparable limited general warranty concerning title to the Property. The contractual general warranty of title contained in this paragraph shall inure to the benefit of the party of the second part named herein only; and no other person or entity (including, without limitation, the party of the second part's successors or assigns or any future owner of the Property or any part thereof or any interest therein other than the party of the second part) may enforce, benefit from or be protected by the contractual general warranty of title contained in this paragraph. The contractual general warranty of title contained in this paragraph, insofar as it benefits the party of the second part only, is in addition to, and cumulative of, the contractual special warranty of title contained in the immediately preceding paragraph of this Deed. All of the foregoing is subject to the qualification that party of the first part shall have no liability or obligation under the contractual general warranty of title contained in this paragraph which is not covered by a policy or policies of title insurance under which party of the first part will recover or which exceeds amounts party of the first part can and does recover under such a policy or policies of title insurance.

WITNESS the signature of the said party of the first part and the year first written above.

STR Management Corporation of Tennessee
a Missouri corporation

By: 
Carl B. Phelps
Senior Vice President

Lafayette st.

Exhibit A

TRACT NO. I:

Land in Davidson County, Tennessee, being the northerly 36 feet of Lot No. 72, on the Plan of Barrow Grove, as of record in Book "S," page 279, Register's Office for said County, described as follows:

Beginning at the southeast corner of 5th Avenue, South, formerly Summer Street, and Ash Street; thence with the easterly margin of 5th Avenue, South, southwardly 36 feet; thence eastwardly 176 feet to the westerly margin of an alley; thence with said alley, northwardly 11 feet, more or less, to the southerly margin of Lafayette Street, as widened; thence with said Lafayette Street northwestwardly to the southerly margin of said Ash Street, thence with same westwardly 147 feet, more or less, to the beginning.

TRACT NO. II:

Land in Davidson County, Tennessee, being the southerly 50 feet of Lot No. 72 on the Plan of Barrow's Grove, as of record in Book "S," pages 279, 319, 612, and 697, Register's Office for said County, described as follows:

Beginning on the easterly margin of Fifth Avenue, South, (formerly Summer Street) at a point 71 feet southerly from the southerly margin of Troost (formerly Ash) Street; thence easterly parallel with said street 176 feet to the westerly margin of an alley; thence with the westerly margin of said alley, southerly, 50 feet to the corner of Lots Nos. 71 and 72; thence westerly with the line between said two lots 176 feet to the easterly margin of Fifth Avenue, South; thence with the easterly margin of said Avenue, northerly 50 feet to the beginning.

TRACT NO. III:

Land in Davidson County, Tennessee, being the southerly 35 feet of the northerly 71 feet of Lot No. 72 on the Plan of Barrow Grove, as of record in Book "S," page 279, Register's Office for said County.

Said part of Lot No. 72 fronts 35 feet on the easterly side of Fifth Avenue, South, formerly Summer Street, and runs back between parallel lines 176 feet to an alley.

TRACT NO. IV:

Tract No. 1: Land in Davidson County, Tennessee, being the northerly 33-1/3 feet of Lot No. 71 on the Plan of Barrow Grove Addition, as of record in Book "S," page 697, Register's Office for said County.

Said part of Lot No. 71 fronts 33-1/3 feet on the easterly side of 5th Avenue, South, formerly Summer Street, and runs back between parallel lines 176 feet to an alley.

Tract No. 2: Land in Davidson County, Tennessee, being the southerly 27 feet of the northerly 60-1/2 feet of Lot No. 71 on the Plan of Barrow Grove Addition, as of record in Book "S," page 697, Register's Office for said County.

Said part of Lot No. 71 fronts 27 feet on the easterly side of Fifth Avenue, South, formerly Summer Street, and runs back between parallel lines 176 feet to an alley.

Tract No. 3: Land in Davidson County, Tennessee, being the northerly 30 feet 6 inches of the southerly 60 feet 6 inches of Lot No. 71 on the Plan of Barrow Grove Addition, as of record in Book "S," page 697, Register's Office for said County.

Said part of Lot No. 71 fronts 30 feet 6 inches on the easterly side of 5th Avenue South, formerly Summer Street, and runs back between parallel lines 176 feet to an alley.

Tract No. 4: Land in Davidson County, Tennessee, being the northerly 60-1/2 feet of Lot No. 70 and the southerly 30 feet of Lot No. 71 on the Plan of Barrow Grove Addition, as of record in Book "S," page 697, Register's Office for said County.

Said parts of Lots Nos. 70 and 71 front together 90-1/2 feet on the easterly side of Fifth Avenue, South, formerly Summer Street, and run back between parallel lines 176 feet to an alley.

Included in but specifically excluded from the above is an easement for fill slope as set out in decree in Minute Book 36, page 468, Third Circuit Court, City of Nashville v. African Methodist Episcopal Sunday School Union, et al, as shown in Book 6818, page 684, said Register's Office.

Being the same property conveyed to BC Associates, a Tennessee general partnership composed of Burnam Realty, Inc., a Missouri corporation, and Calton & Associates, Inc., a Florida corporation, by quitclaim deed from Downtown Mini Storage, Ltd., a Tennessee limited partnership, of record in Book 8723, page 45, said Register's Office.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On December 29, 2000, before me, Barbara Neisler, personally appeared Carl B. Phelps, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Barbara J Neisler

GRS2 BARBARA NEISLER GRS2
COMM. #1225691
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires July 20, 2003

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

The affiant swears or affirms that this conveyance is made pursuant to a plan of reorganization involving a transfer to a newly created Tennessee limited partnership of substantially all assets in Tennessee owned by the transferor.

Subscribed and sworn to before me this 29th day of December, 2000.

Affiant: Carl B. Phelps
Title: Senior Vice President

Notary Public

BARBARA NEISLER
COMM. #1225691
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires July 20, 2003

This Instrument Prepared by:

Carl B. Phelps
Public Storage, Inc.
701 Western Avenue, Suite 200
Glendale, CA 91201-2397

ADDRESS NEW OWNER(s) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
PS Tennessee L.P. Attn: Carl Phelps	PS Tennessee L.P. Attn: Carl Phelps	93-15-156
701 Western Avenue	701 Western Avenue	
Glendale, CA 91201-2397	Glendale, CA 91201-2397	

Deed Reference:

Book 11553, page 700, Register's Office for Davidson County, Tennessee.