Box 49
52469

PICK-UP

Davidson County DEEDWARR
Recvd: 10/02/02 09:24 5pgs
Fees:28.00 Taxes:13551.25

20021002-0119531

THIS INSTRUMENT PREPARED BY:
WHITE & REASOR, PLC (CBRJR)
Two American Center, Suite 1150
3102 West End Avenue
Nashville, Tennessee 37203

ADDRESS NEW OWNER:	PARTY RESPONSIBLE FOR PAYMENT OF TAXES:	MAP-PARCEL NO.:
Jack Huddleston Sells 7101 Executive Center Drive Suite 195 Brentwood, TN 37027	Wachovia Bank National Assn. 8739 Research Drive Charlotte NC 28288-1075 Attn: Portfolio Manager of Merrill Lynch Mortgage Investors, Inc. 2002-MW2 for Brentwood East Shopping Center	Map 161 Parcel 84.01

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by EDMONDSON PIKE, LLC, a Tennessee limited liability company ("Grantor"), has this day bargained and sold and does hereby transfer and convey unto CARTER JACKSON, LLC, a Tennessee limited liability company ("Grantee"), its successors and assigns, certain real estate in Davidson County, Tennessee, described in Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

This is improved property known as 15557 Old Hickory Boulevard, Nashville, Tennessee 37211.

TO HAVE AND TO HOLD, the Property with the appurtenances, estate, title, and interest thereto belonging to Grantee, its successors and assigns, forever. Grantor covenants that it is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and that the same is unencumbered except for those matters set forth in Exhibit "B," attached hereto and incorporated herein by this reference.

Grantor further covenants and binds itself and its successors and assigns, to warrant and forever defend the title to the property to Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $3,662,500.00.

AFFIANT

Subscribed and sworn to before me this 30th day of September, 2002.

Notary Public

My Commission Expires:
My Commission Expires Nov. 26, 2005

LINDA PRITCHETT NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed on this 25th day of September, 2002, but effective September 30, 2002.

GRANTOR:

EDMONDSON PIKE, LLC, a Tennessee limited liability company

BY:
Andrew N. Stewart,
Managing Member

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

PERSONALLY APPEARED BEFORE ME, Dora G. Dickerson, a Notary Public, Andrew N. Stewart, with whom I am personally acquainted, who acknowledged that he executed the foregoing instrument for the purposes therein contained and who further acknowledged that he is Managing Member of EDMONDSON PIKE, LLC, a Tennessee limited liability company, being authorized to execute the foregoing instrument on behalf of the company.

WITNESS MY HAND, at office this 25th day of September, 2002.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
June 10, 2006

NOTARIAL SEAL
DORA G. DICKERSON, NOTARY PUBLIC
CITY OF PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JUNE 10, 2006

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land lying in Nashville, Davidson County, Tennessee, also being Lot 3 on the Subdivision Plat for Regency/Brentwood East, as of record in Plat Book 9700, Page 890, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at an existing iron rod at the intersection of the southerly right-of-way line of Old Hickory Boulevard, width varies, and the westerly property line of the property of Carl J. A. Wright, et ux, as of record in Book 5149, Page 447, said Register's Office, also being Lot 52 on the Plat of The Highlands Section One, as of record in Plat Book 4715, Page 15, said Register's Office; thence leaving the southerly right-of-way line of Old Hickory Boulevard with the westerly property line of Carl J. A. Wright, et ux, South 07° 35' 01" West, 133.45 feet to an existing iron rod; thence North 83° 40' 42" West, 142.60 feet to an existing flagged fence post; thence continuing with the westerly property line of Carl J. A. Wright, et ux, and with the westerly property line of Stephen D. Reed, et ux, as of record in Book 6902, Page 627, said Register's Office, also being Lot 50 on the Plat of The Highlands Section Two, as of record in Plat Book 4955, Page 40, said Register's Office, and Wade B. Mangrum, as of record in Book 11029, Page 467, said Register's Office, also being Lot 49 on the Plat of The Highlands Section Two, South 00° 01' 34" West, 175.32 feet to an iron rod set at a corner common with the property of Harris H. Williams, et ux, as of record in Book 11491, Page 514, said Register's Office; thence with the northerly property line of Harris H. Williams, et ux, North 86° 31' 50" West, 355.31 feet to an existing iron rod at a corner common with Lot 1 of the Subdivision Plat of Regency/Brentwood East; thence with the easterly property line of Lot 1 of the Subdivision Plat of Regency/Brentwood East, North 03° 28' 10" East, 137.11 feet to an iron rod set at a corner common with Lot 2 of the Subdivision Plat of Regency/Brentwood East; thence with the southerly property line of Lot 2 of the Subdivision Plat of Regency/Brentwood East, South 86° 31' 50" East, 149.00 feet to a P.K. nail set; thence with the easterly property line of Lot 2 of the Subdivision Plat of Regency/Brentwood East, North 03° 28' 10" East, 175.65 feet to a P.K. nail set in the southerly right-of-way line of said Old Hickory Boulevard; thence with the southerly right-of-way line of Old Hickory Boulevard, South 85° 57' 32" East, 2.55 feet to a P.K. nail set; thence South 84° 35' 13" East, 345.42 feet to the point of beginning, containing 101,424 square feet (2,328 acres, more or less), according to a survey entitled "ALTA/ACSM Land Title Survey of Lot 3, Regency/Brentwood East" prepared by Cherry Land Surveying, Inc., dated May 11, 2001, revised April 18, 2002.

BEING part of the same property conveyed to Edmondson Pike, LLC, as of record in Book 11662, Page 490, Register's Office for Davidson County, Tennessee.

TOGETHER WITH appurtenant easements contained in a Reciprocal Easement Agreement as of record in Book 11443, Page 152, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"
TITLE EXCEPTIONS

1. Davidson County real property taxes for the year 2002, a lien, but not presently due and payable;

2. Tennessee Deed of Trust, Security Agreement and Fixture Financing Statement for Commercial Purposes with Assignment of Leases and Rents from Seller to Derry O. Jackson, Esq., Trustee, as of record as Instrument No. 20010702-0069969, Register's Office for Davidson County, Tennessee;

3. Assignment of Leases and Rents executed by Seller, as of record as Instrument No. 20010702-0069970, said Register's Office;

4. For UCC-1 Financing Statement executed by Seller, as of record as Instrument No. 20010702-0069971, said Register's Office;

5. All documents recorded in said Register's Office assigning a beneficial interest in the security documents listed in paragraphs 2, 3 and 4, above (the "Security Documents");

6. All documents recorded in said Register's Office to allow assumption by Buyer of the indebtedness secured by the Security Documents;

7. Reciprocal Easement Agreement as of record in Book 11443, Page 152, said Register's Office;

8. All matters shown on the plat as of record in Book 9700, Page 890, said Register's Office; and

9. Rights of tenants in possession as tenants only under unrecorded leases.