File 35
CTIC
(505268)

This instrument prepared by:
Anthony L. Frink
Holland & Knight, LLC
500 W. Madison Street, 40th Floor
Chicago, Illinois 60661

Davidson County DEEDWARR
Recvd: 12/31/02 13:54 5pgs
Fees:28.00 Taxes:1424.50
20021231-0162668

LIMITED WARRANTY DEED

ADDRESS NEW OWNER(s) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Mimms, LLC and Campbell & Campbell, LLC	Mimms, LLC and Campbell & Campbell, LLC	91-29; 91-2-172; 91-2-173; 91-2-174
Mimms, LLC c/o Malcolm Mimms 1900 Warner Street Nashville, TN 37203	Campbell & Campbell, LLC c/o James A. Campbell 1300 Fort Negley Blvd. Nashville, TN 37203	
Campbell & Campbell, LLC c/o James A. Campbell 1300 Fort Negley Blvd. Nashville, TN 37203		

FOR AND IN CONSIDERATION of the sum of Ten dollars and no/100 ($10.00), cash in hand paid by Mimms, LLC, a Tennessee limited liability company, and Campbell & Campbell, LLC, a Tennessee limited liability company, as Tenants in Common, the Grantees herein, and other good and valuable considerations accepted as cash, the receipt and sufficiency of which is hereby acknowledged, Imperial Adhesives, Inc., the Grantor herein, has this day bargained and sold, and does hereby transfer and convey unto the said Grantees herein, their successors and assigns, certain real estate in the City of Nashville, Davidson County, State of Tennessee as follows:

See Exhibit A attached hereto and made a part hereof.

Subject to: See Exhibit B attached hereto and made a part hereof.

STATE OF Tennessee
COUNTY OF Davidson *The actual consideration or value whichever is greater, for this transfer is $385,000.00*

Affiant

Subscribed and sworn to before me this the 31st *day of* December *20* 02

Notary Public

My commission expires: 1-26-05
(Affix Seal)

IVA J. PARKER
NOTARY PUBLIC AT LARGE
CHEATHAM COUNTY, TENN.

Tract 1 is improved property, known as 6100 Centennial Boulevard, Nashville, Tennessee, and Tract 2 is an unimproved parking lot directly across Centennial Boulevard from Tract 1.

TO HAVE AND TO HOLD said real estate, with the appurtenance, estate, title and interest thereto belonging, to the Grantees, their successors and assigns forever we covenant that we are lawfully seized and possessed of said real estate in fee

simple, have a good right to convey it, and that the same is unencumbered, except for those encumbrances set forth hereinafter.

We further covenant and bind ourselves, our successors and assigns, to warrant and forever defend the title to said real estate to said Grantees, their successors and assigns, against the lawful claims of all persons, claiming by, through or under said Grantors.

Subject to the following: Grantor hereby grants to the prior owner of said real estate, IGI Adhesives, Inc ("IGI"), and its successors and assigns and such engineers, inspectors and contractors as IGI and its successors and assigns shall determine, the right of access to said real estate for and to direct and manage all investigations, monitoring, reporting, studies, clean-up, corrective action, response or remedial action ultimately required by any state or federal governmental agency now or hereafter authorized to regulate environmental matters, or by any consent decree or court or administrative order now or hereafter applicable to the said real estate, with respect to or arising out of the soil and groundwater contamination resulting from the prior removal of underground and above ground storage tanks at said real estate, including, without limitation, installation of additional groundwater monitoring wells and the decommissioning and sampling of groundwater monitoring wells. The foregoing activities, however, must be conducted in a fashion which will not materially interfere with the business operations on the real estate. Any improvements upon said real estate which are disturbed due to the foregoing activities must be promptly restored and replaced. The Grantees, their successors, and/or assigns shall not conduct any activity or make any improvements at or upon said real estate that could reasonably be expected to interfere with the structural integrity or functionality of, or access to, the groundwater monitoring wells located on said real estate. All provisions of this paragraph shall run with the land and inure to the benefit of Grantor and IGI and their respective successor and assigns and be binding upon said Grantees and their successors and assigns.

Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

Witness our hand this 31st *day of December, 2002, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Imperial Adhesives, Inc.

By: Patrick Stan

Printed Name: Patrick W. Stanton

Title: Assist. Secy.

STATE OF Illinois

COUNTY OF Cook

Before me, Nicole Denison, a Notary Public of the State and County aforesaid, personally appeared PATRICK W. STANTON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Assistant Secretary of the Imperial Adhesives, Inc., the within named bargainor, a corporation, and that he as such Assistant Secretary being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Assistant Secretary.

Witness my hand and official seal, at office in December Chicago, Illinois, this 31st day of December, 2002.

"OFFICIAL SEAL"
NICOLE DENISON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/16/2006

Notary Public

My Commission Expires: 7/16/2006

Exhibit "A"

Legal Description

Tract 1:

Being a tract of land lying in Nashville, Davidson County, Tennessee, and being more particularly described as follows:

Beginning at on iron rod set at the intersection of the westerly property line of the property of Bruce Hardwood Flooring, Inc., as of record in Instrument Number 20000703-0065579, at the Register's Office for Davidson County, Tennessee and the northerly right-of-way line of Centennial Boulevard, width varies;

Thence with the northerly right-of-way line of Centennial Boulevard, North 54 Deg 30 Min 19 Sec West, 492.78 feet to an existing iron rod at a corner common with the property of Motiva Enterprises, LLC, as of record in Deed Book 11266, Page 373, at the Register's Office for Davidson County, Tennessee;

Thence with the easterly property line of Motiva Enterprises, LLC, North 32 Deg 29 Min 39 Sec East, 178.28 feet to an iron rod set at a corner common with the property of Cumberland Materials, Inc., as of record in Deed Book 10280, Page 580, at the Register's Office for Davidson County, Tennessee;

Thence with the southerly property line of Cumberland Materials, Inc., South 58 Deg 55 Min 06 Sec East, 298.98 feet to on existing iron rod;

Thence with the easterly property line of Cumberland Materials, Inc., North 44 Deg 02 Min 33 Sec East, 352.15 feet to an existing concrete monument at a corner common with the property of Bruce Hardwood Flooring, Inc., as of record in Deed Book 4252, Page 174, at the Register's Office for Davidson County, Tennessee;

Thence with the southerly property line of Bruce Hardwood Flooring, Inc., South 46 Deg 51 Min 10 Sec East, 71.00 feet to an existing iron rod at a corner common with the property of Bruce Hardwood Flooring, Inc., as of record in Instrument Number 20000703-0065579, at the Register's Office for Davidson County, Tennessee;

Thence with the westerly property line of Bruce Hardwood Flooring, Inc., South 23 Deg 48 Min 11 Sec West, 330.85 feet to an iron rod set;

Thence south 31 Deg 42 Min 49 Sec West, 216.31 feet to the point of beginning. Containing 140.496 Square Feet (3.225 Acres more or less).

Bearing based on Tennessee State Plane Coordinate System (Grid), NAD-83, 1995.

Being the same property conveyed to Imperial Adhesives, Inc., as of record in Deed Book 10555, Page 536, of the Register's Office for Davidson County, Tennessee.

Tract 2:

Being a tract of land lying in Nashville, Davidson County, Tennessee, also being lots 4, 6 and 8 of Cherokee Park Subdivision Block 'A', as of record in Book 161, Page 75, at the 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 easterly right-of-way line of Sixty-First Avenue North, 50 feet in width, and the southerly right-of-way line of Centennial Boulevard, width varies;

Thence leaving the easterly right-of-way line of Sixty-First Avenue North with the southerly right-of-way line of Centennial Boulevard, South 54 Deg 23 Min 23 Sec East, 149.85 feet to on iron rod set at a corner common with the property of Swift Adhesives, Inc., as of record in Deed Book 8434, Page 771, at the Register's Office for Davidson County, Tennessee;

Thence with the westerly property line of Swift Adhesives, Inc., South 35 Deg 42 Min 54 Sec West, 168.60 feet to an iron rod set at a corner common with the property of Swift Adhesives, Inc., as of record in Deed Book 8434, Page 771, at the

Register's Office for Davidson County, Tennessee:

Thence with the northerly property line of Swift Adhesives, Inc., and the northerly property line of the property of Sixty-First Avenue Methodist Church, as of record in Deed Book 265, Page 333, at the Register's Office for Davidson County, Tennessee, North 54 Deg 12 Min 09 Sec West, 150.00 feet to on existing iron rod in the easterly right-of-way line of said Sixty-First Avenue North;

Thence with the easterly right-of-way line of Sixty-First Avenue North, North 35 Deg 46 Min 04 Sec East, 168.11 feet to the point of beginning. Containing 25,240 Square Feet (0.579 Acres more or less).

Bearings based on Tennessee State Plane Coordinate System (Grid), NAD-83, 1995.

Being the same property conveyed to Imperial Adhesives, Inc., as of record In Deed Book 11012, Page 488, at the Register's Office for Davidson County, Tennessee.

Exhibit "B"

Permitted Exceptions

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 the commitment.

2. Easement for a water main of record in Book 1133, page 236, said Register's Office (Tract 1).

3. Matters shown on the Plan of record in Book 161, page 75, said Register's Office (Tract 2).

4. All matters shown on the survey by R. Scot Cherry, dated June 26, 2002.

5. Acreage content of subject property is insured. Reference to acreage is left in the description merely for convenience in identifying the tract.