SPECIAL WARRANTY DEED	STATE OF TENNESSEE COUNTY OF DAVIDSON I, the undersigned, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is **$1,320,000.00**, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale. SUBSCRIBED AND SWORN TO BEFORE ME THIS 13 DAY OF February, 2003. Rhonda J. Kent Notary Public RHONDA J. KENT MY COMMISSION EXPIRES: Notary Public, Georgia My Commission Expires 12/4/04 (Seal)

Davidson County DEEDWARR
Recvd: 02/24/03 12:16 5pgs
Fees:28.00 Taxes:4884.00
20030224-0024181

THIS INSTRUMENT WAS PREPARED BY:

Gary L. Britt, CPA, J.D., General Counsel, Stafford Development Company, P.O. Box 269, Tifton, Georgia 31793.

AFTER RECORDING RETURN TO:

ADDRESS NEW OWNER(S) AS FOLLOWS:	**SEND TAX BILLS TO:**	**Source Of Grantor's Title:**
Shandmaker Holdings, G.P. 1060 Cambridge Square Suite A Alpharetta, GA 30004 (NAME), (ADDRESS), (CITY), (STATE), (ZIP)	New Owner: Shandmaker Holdings, G.P. 1060 Cambridge Square Suite A Alpharetta, GA 30004 NAME), (ADDRESS), (CITY), (STATE), (ZIP)	Instrument Number 20011203-0132130, Davidson County Register's Office **Map Parcel Numbers:** Tax Map 75, Parcel 100

STATE OF TENNESSEE §

COUNTY OF DAVIDSON §

SPECIAL WARRANTY DEED

(Limited Warranty Deed)

This INDENTURE, made as of this 21 day of February 2003, by and between Stafford Advance, LLC, a Georgia limited liability company, (hereinafter referred to as "Grantor"), and Shandmaker Holdings, G.P., a Georgia general partnership, (hereinafter referred to as "Grantee") (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND N0/100 DOLLARS ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged and

stipulated for all purposes, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell and convey unto Grantee, all that tract or parcel of land lying and being in Davidson County, Tennessee (the "Property"), to-wit:

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of the Final Subdivision Plat of Hermitage Commercial Center, of record in Plat book 20020711-0083649, Register's Office for Davidson County, Tennessee, more particularly described as follows:

Beginning at a point on the northerly margin of Lebanon Road and the southeasterly corner of Lot 2 as shown on the Final Subdivision Plat of Hermitage Commercial Center as of record in Instrument No. 200207110083649, Register's Office of Davidson County, Tennessee, and being more particularly described as follows:

(1) Thence N 14 degrees 20 minutes 32 seconds W, 334.86 feet to an iron pin;
(2) Thence N 75 degrees 39 minutes 28 seconds E, 103.27 feet to an iron pin;
(3) Thence with a curve to the right, having a central angle of 01 degrees 23 minutes 40 seconds, a radius of 985.05 feet and an arc length of 23.97 feet to an iron pin;
(4) Thence S 34 degrees 12 minutes 57 seconds E, 131.14 feet to an iron pin;
(5) Thence S 34 degrees 59 minutes 00 seconds E, 27.35 feet to an iron pin;
(6) Thence with a curve to the right, having a central angle of 71 degrees 02 minutes 55 seconds, a radius of 30.00 feet and an arc length of 37.20 feet to an iron pin;
(7) Thence S 36 degrees 03 minutes 55 seconds W, 195.20 feet to an iron pin;
(8) Thence with a curve to the right, having a central angle of 00 degrees 03 minutes 55 seconds, a radius of 6942.78 feet and an arc length of 7.91 feet to the point of beginning, containing 38,662 square feet or 0.89 acres, more or less.

Being part of the same property conveyed to Stafford Advance, LLC, a Georgia limited liability company, by deed from Joe Sam Hurt, Sr., Dorothy Jean Hurt, Sherry Hurt Daniels and Joe Sam Hurt, Jr. of record in Instrument No. 20011203-0132130, Register's Office for Davidson County, Tennessee.

TOGETHER WITH AND SUBJECT TO the easements, restrictions and maintenance agreements contained in that certain Declaration of Reciprocal Easements, Restrictions and Maintenance Agreement made effective as of February 13, 2003 recorded immediately prior to this deed and together with all easements, rights-of-way, access rights, and all strips, gaps and gores appurtenant or adjacent thereto, and all other appurtenances thereto.

TOGETHER WITH all buildings, structures and improvements (including, without limitation, all footings and foundations, columns, piles, fixtures and other installations) situated thereon, all property affixed thereto and all right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way.

TO HAVE AND TO HOLD the above-described Property to the only proper use, benefit, and behalf of the said Grantee, its successors and assigns forever, in FEE SIMPLE.

AND, SUBJECT TO the title matters expressly set forth on the attached Exhibit "A", which is incorporated herein by reference for all purposes as if set out herein verbatim, Grantor, for itself, its representatives, successors, and assigns does hereby covenant with Grantee, its representatives, successors, and assigns that Grantor is lawfully seized in fee simple of the property herein conveyed; has full power, authority, and right to convey the same; and Grantor will warrant and forever defend the right and title to the Property unto Grantee against the lawful claims of all persons whomsoever claiming by, through, or under Grantor, but no other persons or entities.

Current ad valorem taxes on the Property having been prorated, Grantee hereby assumes the payment thereof.

IN WITNESS WHEREOF, Grantor has executed this Limited Warranty Deed under seal as of the day and year first above written.

GRANTOR:

STAFFORD ADVANCE, LLC,
a Georgia limited liability company

BY: STAFFORD DEVELOPMENT COMPANY,
a Georgia corporation, its Managing Member

By: _____
T. Stephen Edwards
Vice President and Chief Financial Officer
[Corporate Seal]

[Acknowledgement on next page]

STATE OF GEORGIA
COUNTY OF Tift

Before me, Rhonda J. Kent, a Notary Public of the State and County aforesaid, personally appeared T. Stephens Edwards, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President and Chief Financial Officer of **Stafford Development Company,** a Georgia corporation, and the Managing Member of **Stafford Advance, LLC**, the within named grantor, and that he as such Vice President and Chief Financial Officer being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation as Managing Member of Stafford Advance LLC himself as Vice President and Chief Financial Officer.

WITNESS my hand and seal at office in Tift County, Georgia, this 13 day of February, 2003.

Rhonda J. Kent
Notary Public
My Commission Expires:

RHONDA J. KENT
NOTARY PUBLIC
IRWIN CO.

RHONDA J. KENT
Notary Public, Irwin County, Georgia
My Commission Expires Dec. 4, [illegible]

EXHIBIT A

PERMITTED TITLE EXCEPTIONS

1. All taxes subsequent to the year 2002 or for the year 2003 and subsequent years, not yet due or payable.
2. Subject to all matters shown on the Plan of record in Instrument No. 20020711-0083649 Register's Office for Davidson County, Tennessee.
3. Water Line Easement of record in Book 3406, page 233, said Register's Office.
4. Stormwater Detention Agreement of record in Instrument No. 20010716-00 75055; said Register's Office.
5. Stormwater Detention Agreement of record in Instrument No. 20020530-0065783, said Register's Office.
6. Rights of Advance Auto pursuant to their unrecorded lease dated October 30, 2001, between Olderman Realty Development, Inc., as Landlord ("Olderman") and Advance Stores Company, Incorporated ("Tenant"), assigned by Olderman to Stafford Advance, LLC by Assignment and Assumption of Lease dated November 29, 2001, and as amended by Amendment to Lease dated Feb. 11, 2003.
7. Declaration of Reciprocal Easements, Restrictions and Maintenance Agreement made to be effective as of the 13 day of February, 2003, by Stafford Advance, LLC.
8. Survey of Volunteer Surveying, File No. 02269, dated January 6, 2003, last revised February 5, 2003, shows 7' minimum building setback line from Lebanon Pike; 20' public utility and drainage easements along Hermitage Road, Lebanon Pike, and across southerly portion of property; 35' ingress/egress easement on southerly portion of property; 30' ingress/egress easement on northerly portion of property; and 60' pipe in ditch across southerly portion of property.