Davidson County DEEDWARR
Recvd: 09/18/03 15:24 3pgs
Fees:18.00 Taxes:5309.50
20030918-0138493

This Instrument Prepared By:
W. Lee Corbett, P.C.
Suite 1050 American Center
3100 West End Avenue
Nashville, TN 37203

PICK-UP

NEW OWNER	SEND TAX BILL	MAP-PARCEL NO.
Nashboro Center, LLC 4117 Hillsboro Rd. Suite 207 Nashville, TN 37215	Nashboro Center, LLC c/o NDG Properties 4117 Hillsboro Rd. Suite 207 Nashville, TN 37215 Attn: C. LeRoy Norton, Jr.	Map 135 Parcel 76

SPECIAL WARRANTY DEED

DEED, made as of September 18th, 2003, by and between Santa Margherita Real Estate Services LLC, a Tennessee limited liability company, with a mailing address of 4121 Hillsboro Road, Nashville, Tennessee 37215 ("GRANTOR"), and Nashboro Center, LLC, a Tennessee limited liability company having an address at 4117 Hillsboro Road, Suite 207, Nashville, Tennessee 37215 ("GRANTEE").

WITNESSETH:

For and in consideration of Ten Dollars ($10) cash in hand paid by GRANTEE and other good, valuable and sufficient consideration, the receipt of all of which is hereby acknowledged, GRANTOR hereby grants, bargains, sells, conveys and transfers to GRANTEE, its heirs, successors and assigns, the following tract or parcel of land:

Land lying in Nashville, Davidson County, Tennessee, being Lot No. 1 on the Plan of the Resubdivision of Lot 1 on the Resubdivision of Lots 3 and 4, Nashboro Center, of record at Instrument No. 20030204-0014888, and according to a survey by R.L. Montoya, Land Surveying, Inc., dated March 20, 2003, more particularly described as follows:

> Beginning at an iron rod in the Eastern margin of Una-Antioch Pike this being the Southwest corner of this herein described Parcel 76, Tax Map 135, T.A.O.D.C., TN and continuing along this said margin North 21 degrees 49 minutes 39 seconds East, 460.24 feet to a point; thence leaving said margin South 76 degrees 53 minutes 19 seconds East, 225.00 feet to a P.K. Nail; thence North 02 degrees 58 minutes 05 seconds West, 150 feet to a P.K. Nail; thence North 83 degrees 00 minutes 55 seconds East, 54.18 feet to an Iron rod, this being the Northeast Corner of this herein described parcel; thence with a curve to the right having a radius of 3,547.35 feet, a delta of 01 degrees 13 minutes 35 seconds, a tangent of 37.97 feet, a length of 75.94 feet and a chord of South 12 degrees 18 minutes 08 seconds East, 75.94 feet to an iron rod; thence North 75 degrees 39 minutes 22 seconds East, 10.00 feet to an iron rod in the Western margin of Murfreesboro Pike; thence South 14 degrees 20 minutes 38 seconds East, 102.61 feet to an iron rod; thence

leaving said margin South 75 degrees 39 minutes 22 seconds East, 55.00 feet to an iron rod; thence South 16 degrees 04 minutes 26 seconds West, 299.94 feet to an iron rod; thence South 08 degrees 29 minutes 05 seconds East, 20.00 feet past a power pole to a point; thence South 81 degrees 31 minutes 08 seconds West, 205.00 feet to a point; thence South 05 degrees 56 minutes 10 seconds West, 20.08 feet to a concrete monument; thence North 86 degrees 01 minutes 54 seconds West, 149.70 feet to the point of beginning of this herein described parcel, containing 3.043 Acres more or less.

Being a part of the same property conveyed to Santa Margherita Real Estate Services, LLC, a Tennessee limited liability company, by quitclaim deed of record as Instrument No. 20011213-0138007, Register's Office for Davidson County, Tennessee.

GRANTOR, insofar as it has the legal right to do so, does further release, remise and forever quitclaim unto GRANTEE, all of GRANTOR's right, title and interest, if any, in and to all roadways, streets, alleys, easements and rights-of-way adjacent to or abutting on the above described tract or parcel of land.

GRANTOR covenants and warrants with GRANTEE that GRANTOR, its heirs, successors and assigns, shall (except for the property quitclaimed by the immediately preceding paragraph) warrant and defend title to the real property unto GRANTEE, its heirs, successors and assigns, against the claims and demands of GRANTOR and the lawful claims of all persons claiming by, through or under GRANTOR, but no other.

Except as expressly provided in the immediately preceding paragraph, GRANTOR MAKES NO REPRESENTATION AS TO THE PROPERTY CONVEYED HEREBY, OR ITS CONDITION, ITS MERCHANTABILITY OR ITS SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE, AND GRANTEE BY ITS ACCEPTANCE OF THIS DEED, HEREBY ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND ACCEPTS THE SAME "AS IS," "WHERE IS" AND "WITH ALL FAULTS."

GRANTOR and GRANTEE hereby agree that *ad valorem* property taxes and all assessments on the real property conveyed hereby shall be prorated and allocated between GRANTOR and GRANTEE as of the date hereof, and GRANTEE, by its acceptance of this Deed, hereby assumes and agrees to pay the same from and after the date hereof.

The terms and provisions contained in this Deed shall be binding upon and inure to the benefit of GRANTOR and GRANTEE and their respective heirs, successors, personal representatives and assigns.

IN WITNESS WHEREOF, GRANTOR has caused its name to be subscribed hereto as of the day and year first above written.

SANTA MARGHERITA REAL ESTATE SERVICES, LLC

By: Nick Spiva
Its: Chief Manager

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, an official Notary Public of the said county and state, Nick Spiva, 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 Chief Manager of Santa Margherita Real Estate Services, LLC, the within named bargainor, a limited liability company, and who acknowledged that as such Chief Manager, he executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

WITNESS MY HAND, at office, this 18 day of September, 2003.

Notary Public

W. LEE CORBETT NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

My Commission Expires: MY COMMISSION EXPIRES: July 29, 2006

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $1,435,000.00.

Affiant

Sworn to and subscribed before me this 18th day of September, 2003.

STELLA M. McDANIEL Notary Public, Davidson Co., TN My Comm. Expires Nov. 27, 2004

Notary Public

STELLA M. McDANIEL NOTARY PUBLIC AT LARGE DAVIDSON CO., TENN.

My Commission Expires: _____