STATE OF TENNESSEE
COUNTY OF WILLIAMSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $191,500.00

Affiant

Sworn to and subscribed before me, the undersigned, a Notary Public this 16th day of September, 2003.

NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TN

Notary Public

My Commission Expires: My Commission Expires MAR. 27, 2005

SPECIAL WARRANTY DEED

THIS INSTRUMENT WAS PREPARED BY
Sidwell & Barrett, P.C.
121 First Avenue South
Suite 200
Franklin, TN 37064

Davidson County DEEDWARR
Recvd: 09/22/03 13:16 2pgs
Fees:13.00 Taxes:708.55
20030922-0139820

ADDRESS NEW OWNER(S) AS FOLLOWS:
Westmarc, L.L.C.
P. O. Box 150266
Nashville, Tennessee 37215-0266

SEND TAX BILLS TO:
NEW OWNER

MAP-PARCEL NUMBERS:
Map 118-05, Parcel 198

For and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid by the Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, **U. S. Bank National Association** hereinafter referred to as Grantors, hereby transfers and conveys to **Westmarc, L.L.C., a Tennessee limited liability company,** hereinafter referred to as Grantees, their heirs and assigns a certain tract or parcel of land in Davidson County, State of Tennessee described as follows, TO WIT:

Land in Davidson County, Tennessee, being Lot No. 2, Battlefield Estates, Section Two, Block H, as of record in Book 843, page 108, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

Being the same property conveyed to U. S. Bank National Association, successor by merger to Firstar, N. A., successor through purchased loans to First Union National Bank, by Trustee's Deed from Robert M. Wilson, Successor-Trustee, of record in Instrument No. 20030625-0087475, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

This conveyance is subject to all easements, restrictive covenants and conditions, and other matters of record, including all items set out on any applicable plat of record.

County and/or City taxes for the year 2003, a lien not yet due and payable. Said taxes have been prorated between the parties as of the date of this instrument, with the GRANTORS paying their prorata share thereof to GRANTEES who will be responsible for payment of said taxes.

This is improved property known as 919 Battlefield Drive, Nashville, Tennessee 37204.

Grantor does hereby covenant with Grantee that Grantor has not made, done, executed, allowed or suffered any act, instrument or thing whatsoever whereby said land, or any part thereof, now or at any time hereafter shall be charged or encumbered in any manner whatsoever; and Grantor does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to said land to said Grantee, its heirs, successors, and assigns, against the lawful claims of all persons claiming by, through or under said Grantor, but not otherwise.

Witness my hand this 16th day of September, 2003.

U. S. Bank National Association

By: Rita J. Heinn
Title: Asst. Vice President

STATE OF Minnesota
COUNTY OF Hennepin

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Rita J. Heinn, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the Asst. Vice President of U. S. Bank National Association, and that he/she is authorized by U. S. Bank National Association, to execute this instrument on it behalf by himself/herself as such Asst. Vice President.

Witness my hand and official seal this 16th day of September, 2003.

CORINNA L. DUFFY
Notary Public
Minnesota
My Commission Expires January 31, 2007

Notary Public

My Commission Expires: 1-31-07