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Box 36

SPECIAL WARRANTY DEED

Davidson County DEEDWARR
Recvd: 10/31/03 14:13 3pgs
Fees:18.00 Taxes:2547.45
20031031-0160317

STATE OF Tennessee, COUNTY OF Davidson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $688,500.00.

Carolyn R. Bullock
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS 31st DAY OF OCTOBER, 2003.

Bobbie Carney
NOTARY PUBLIC

My commission expires: 3/7/05

NOTARY PUBLIC AT LARGE SEAL DAVIDSON COUNTY, TENN.

THIS INSTRUMENT WAS PREPARED BY:
Douglas A. Brace, Atty.
ORTALE, KELLEY, HERBERT & CRAWFORD
200 Fourth Avenue North
Nashville, TN 37219-0375
File No. 19597

NAME/ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP – PARCEL #
NASH TN LLC c/o David L. Gold, Esq. Gold, Rosenblatt & Goldstein 840 Grand Concourse, Suite 10 Bronx, New York, 10451	SAME	51-198.00

FOR AND IN CONSIDERATION of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **NM&M, L.L.C., a Georgia limited liability company,** hereinafter called **"GRANTOR,"** has bargained and sold, and by these presents does transfer and convey unto **NASH TN LLC, a Delaware limited liability company**, hereinafter called **"GRANTEE,"** a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Land in the 8th Concilmanic District of Metropolitan Nashville, Davidson County, Tennessee, shown as Tax Map 51, Parcel 198, being Lot No. 1 as shown on Final Plat, Lot 1, Madison K-Mart Plaza, of record as Instrument No. 200008010076013, in the Register's Office for Davidson County, Tennessee, and being more fully described according to ALTA/ACSM Survey prepared by Joseph M. Holland, Tenn. R.L.S. No. 1645, dated August 31, 2001, as follows:

Beginning at a concrete monument on the northerly right-of-way of Briley Parkway and the westerly right-of-way of Gallatin Pike;

1. Thence, North 88 deg. 18 min. 42 sec. West for a distance of 201.97 feet along the northerly right-of-way of Briley Parkway, the northerly line of MTN Outparcel, Inc. property shown on Tax Map 51 as Parcel 155, and recorded in Deed Book 10681, page 424, in the Register's Office of Davidson County, Tennessee (R.O.D.C.T.), and the northerly line of Madison Realty L.L.C. property shown on Tax Map 51 as Parcel 180 and recorded in Deed Book 2000, page 79136 (R.O.D.C.T.) to a PK nail in asphalt;

2. Thence, North 01 deg. 37 min. 02 sec. East for a distance of 205.81 feet along the easterly line of Madison Realty L.L.C. to a PK nail in Asphalt;

3. Thence, South 88 deg. 21 min. 27 sec. East for a distance of 232.19 feet along the southerly line of Madison Realty L.L.C. to a PK nail in the westerly right-of-way of Gallatin Pike;

4. Thence, South 09 deg. 58 min. 59 sec. West for a distance of 186.51 feet along the westerly right-of-way of Gallatin Pike to an iron pin;

5. Thence, along a curve to the left having a radius of 3879.72 feet, an interior angle of 00 deg. 19 min. 11 sec., an arc length of 21.65 feet being subtended by a chord of South 09 deg. 49 min. 23 sec. West for a distance of 21.65 feet to the Point of Beginning.

Being the same property conveyed to NM&M, L.L.C., a Georgia limited liability company, by Special Warranty Deed from KTN Holdings, Inc., a Georgia corporation, of record as Instrument No. 200008070077971, re-recorded as Instrument No. 200010100100467 in the Register's Office for Davidson County, Tennessee.

Together with all rights and beneficial easements granted to said property by that certain Shopping Center Reciprocal Easement and Operation Agreement (Tennessee) dated November 7, 1997, by and among MTN Holdings, Inc. and KMart Corporation, of record in Book 10685, page 621, re-recorded in Book 11385, page 706, Register's Office for Davidson County, Tennessee, as amended by First Amendment to Shopping Center Reciprocal Easement and Operation Agreement (Tennessee) of record in Instrument No. 200008070077969, Register's Office for Davidson County, Tennessee; and further amended by Second Amendment to Shopping Center Reciprocal Easement and Operation Agreement (Tennessee) of record as Instrument No. 20020207-0017077, in said Register's Office.

For the same consideration, Grantor hereby conveys to Grantee, without any representation or warranty as to title, express or implied, Grantor's interest, if any, in and to all plants, shrubbery, trees, timber, whether severed or not, mineral and air rights, and Grantor's interest, if any, in and to adjacent streets, alleys or rights-of-way pertaining to the land.

The conveyance of the above-described parcel of land is subject to the following:

1. Conditions and restrictions contained in Shopping Center Reciprocal Easement and Operation Agreement dated November 7, 1997, by and among MTN Holding, inc., MTN Outparcel, Inc., and KMart Corporation, of record in Book 10685, apge 621, re-recorded in Book 11385, page 706, Register's Office, as amended by First Amendment to Shopping Center Reciprocal Easement and Operation Agreement (Tennessee) of record as Instrument No. 20000807007969, Register's Office for Davidson County, Tennessee; and further amended by Second Amendment to Shopping Center Reciprocal Easement and Operation Agreement (Tennessee), of record as Instrument No. 20020207-0017077 in said Register's Office.
2. Reservations contained in Special Warranty Deed of record as Instrument No. 200008070077971 in the Register's Office for Davidson County, Tennessee, and re-recorded as Instrument No. 20001010-0100467 in said Register's Office.
3. Terms and conditions of Lease dated October 11, 2001, by and between NM & M, LLC, Lessor, and BP Products North America Inc., Lessee, evidenced by Memorandum of Lease of record as Instrument No. 20020207-0017078, corrected and re-recorded as Instrument No. 20020306-0028368, as amended by First Amendment of Lease and of Memorandum of Lease of record as Instrument No. 20030313-0033746 in the Register's Office for Davidson County, Tennessee.
4. Subject to any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property.

This property is also known as improved property located at 1516 Gallatin Pike, Madison, TN 37115.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever, and GRANTOR does covenant with the said GRANTEE that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and GRANTOR does further covenant and bind itself, its successors, assigns and representatives, to warrant and forever defend the title to the said land to the said GRANTEE, its successors and assigns, against the lawful claims of all persons claiming by or through Grantor.

Wherever 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 hands this 28th day of October, 2003.

NM&M, L.L.C., a Georgia limited liability company

BY: _____
Ron Swichkow, Manager

STATE OF GEORGIA)
COUNTY OF Fulton)

Before me, Heidi L. Rolla, a Notary Public in and for the County and State aforesaid, personally appeared Ron Swichkow, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowleged himself to be the Manager of the within named bargainor, NM&M, L.L.C., a Georgia limited liability company, and that he as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company as such Manager.

WITNESS my hand and seal at office in Marietta GA, this 28th day of October, 2003.

_____
Notary Public

My Commission Expires: Notary Public, Fulton County, Georgia My Commission Expires May 17, 2004

(SEAL)

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