Davidson County DEEDWARR
Recvd: 11/14/03 15:28 6pgs
Fees:33.00 Taxes:15608.95
20031114-0166932

THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS PLC (DMS)
315 Deaderick Street, Suite 2700
Nashville, Tennessee 37238-3001

SPECIAL WARRANTY DEED

Address New Owner(s)	Send Tax Bills To:	Map-Parcel Number(s)
James S. Karp & Son, LLC 4500 Progress Blvd. Louisville, KY 40218	Same	26-1/1

FOR AND IN CONSIDERATION OF THE SUM OF TEN ($10.00) DOLLARS, and other good and valuable consideration, receipt of all of which is hereby acknowledged, MJM GOODLETTSVILLE GENERAL PARTNERSHIP, a Tennessee general partnership comprised of Russell F. Morris, III, G. Todd Johnson and John V. McBride (successor by merger to MJM Goodlettsville, LLC, a Tennessee limited liability company) ("Grantor"), has this day bargained and sold, and does hereby transfer and convey, unto JAMES S. KARP & SON, LLC, a Kentucky limited liability company ("Grantee"), certain real property in Davidson County, Tennessee, as more particularly described on Exhibit A attached hereto.

TO HAVE AND TO HOLD the said real property, together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining, to Grantee and its successors and assigns forever, subject, however, to the matters set forth on Exhibit B attached hereto.

GRANTOR covenants and binds itself and its successors to warrant specially and forever defend the title to said real estate to Grantee and its successors and assigns against the lawful claims of all persons claiming through and under Grantor (except with respect to those matters set forth on Exhibit B), but not further or otherwise.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the 14th day of November, 2003.

MJM GOODLETTSVILLE GENERAL PARTNERSHIP, a Tennessee general partnership

By: _____
Russell F. Morris, III, partner

By: _____
G. Todd Johnson, partner

By: _____
John V. McBride, partner

Being all of the partners thereof.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, Russell F. Morris, III, with whom I am personally acquainted, who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is a partner of MJM Goodlettsville General Partnership, a general partnership, and is authorized by the general partnership to execute this instrument on behalf of the general partnership.

WITNESS my hand, at office, this 13th day of November, 2003.

_____
Notary Public

My Commission Expires: May 30, 2004

JONI MILLER NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF Tennessee)

COUNTY OF Knox)

Personally appeared before me, the undersigned, a Notary Public, G. Todd Johnson, with whom I am personally acquainted, who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is a partner of MJM Goodlettsville General Partnership, a general partnership, and is authorized by the general partnership to execute this instrument on behalf of the general partnership.

WITNESS my hand, at office, this 12th day of November, 2003.

Notary Public

My Commission Expires: 10/27/04

STATE OF Tennessee)

COUNTY OF Knox)

Personally appeared before me, the undersigned, a Notary Public, John V. McBride, with whom I am personally acquainted, who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is a partner of MJM Goodlettsville General Partnership, a general partnership, and is authorized by the general partnership to execute this instrument on behalf of the general partnership.

WITNESS my hand, at office, this 12th day of November, 2003.

Notary Public

My Commission Expires: 10/27/04

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value (whichever is greater) for this transfer is $4,218,634.

Affiant

Subscribed and sworn to before me, this 13th day of November, 2003.

Notary Public

My Commission Expires: May 30, 2004

EXHIBIT A

[Property Description]

The following described real estate, situated within the TENTH COUNCIL DISTRICT of Davidson County, Tennessee, and being that property comprised of the City of Goodlettsville, Instrument Number 200006020054879 and portions of land previously being right-of-way of Two Mile Pike, as abandoned by Amended Ordinance No. 02-615, and being more particularly described as follows:

BEGINNING at a point in the new southern right-of-way of Two Mile Pike, as established by the previously stated Ordinance, thence with the western lines of the Bank of Goodlettsville, the following calls:

South 19 degrees 41 minutes 29 seconds East, a distance of 46.26 feet
South 46 degrees 21 minutes 38 seconds East, a distance of 22.39 feet,
South 46 degrees 49 minutes 17 seconds East, a distance of 24.72 feet,
South 46 degrees 08 minutes 50 seconds East, a distance of 24.80 feet,
South 48 degrees 09 minutes 06 seconds East, a distance of 4.20 feet,
South 41 degrees 03 minutes 50 seconds East, a distance of 10.81 feet,
South 40 degrees 53 minutes 05 seconds East, a distance of 10.38 feet,
South 35 degrees 30 minutes 11 seconds East, a distance of 7.24 feet,

With a curve to the right, having a radius of 175.00 feet, a chord bearing of South 21 degrees 03 minutes 08 seconds East and distance of 87.34 feet, an arc length of 88.27 feet,

South 06 degrees 36 minutes 06 seconds East, a distance of 19.78 feet,
South 06 degrees 36 minutes 06 seconds East, a distance of 38.54 feet, to a point in the northern right-of-way of Long Hollow Pike.

Thence with the northern right-of-way of Long Hollow Pike, the following calls:

South 86 degrees 49 minutes 43 seconds West, a distance of 18.35 feet,
South 86 degrees 49 minutes 43 seconds West, a distance of 48.92 feet,
South 86 degrees 10 minutes 22 seconds West, a distance of 174.13 feet,

With a curve to the right, having a radius of 40. 00 feet, a chord bearing of North 53 degrees 27 minutes 35 seconds West and distance of 51.81 feet, and arc length of 56.36 feet, to a point in the eastern right-of-way of Dickerson Pike.

Thence with the eastern right-of-way of Dickerson Pike, the following calls:

North 86 degrees 22 minutes 30 seconds East, a distance of 0.84 feet,
North 03 degrees 26 minutes 49 seconds West, a distance of 73.05 feet,
North 02 degrees 55 minutes 40 seconds West, a distance of 130.19 feet
North 03 degrees 52 minutes 22 seconds West, a distance of 44.44 feet,

With a curve to the right, having, a radius of 27.50 feet, a chord bearing of North 51 degrees 36 minutes 18 seconds East and distance of 45.31 feet, an arc length of 53.25 feet to a point in the southern right-of-way of Two Mile Pike.

Thence with the southern right-of-way of Two Mile Pike, the following calls:

With a curve to the right, having, a radius of 72.00 feet, a chord bearing of South 64 degrees 42 minutes 20 seconds East and distance of 20.57 feet, an arc length of 20.64 feet,
South 56 degrees 29 minutes 38 seconds East, a distance of 30.86 feet,
With a curve to the left, having, a radius of 98.00 feet, a chord bearing of South 75 degrees 51 minutes 02 seconds East and distance of 49.44 feet, an arc length of 49.98 feet,
With a curve to the left, having a radius of 98.00 feet, a chord bearing of North 78 degrees 23 minutes 52 seconds East and distance of 37.88 feet, an arc length of 38.12 feet, to the Point of Beginning, and containing 1.52 acres, more or less.

Being the same property conveyed to MJM Goodlettsville, LLC by deeds of record as Instrument No. 20020614-0072600 and 20020614-0072601 in the Register's Office for Davidson County, Tennessee. Pursuant to a certificate of merger recorded at Instrument No. 20030108-0003389 Register's Office for said County, MJM Goodlettsville, LLC, a Tennessee limited liability company, was merged into MJM Goodlettsville General Partnership, a Tennessee general partnership, with MJM Goodlettsville General Partnership being the surviving entity.

EXHIBIT B

[Permitted Encumbrances]

1. Current Real estate taxes, a lien not yet due and payable.

2. Terms and Provisions of Lease from MJM Goodlettsville, LLC, to Walgreen Co., dated May 14, 2002, a memorandum of which is recorded at Instrument No. 20020614-0072603, as amended by First Amendment to Memorandum of Lease recorded at Instrument No. 20020620-0074831.

3. Terms and Conditions of Reciprocal Easement agreement of record at Instrument No. 20020614-0072602.

4. Deed Restrictions set forth in the deed to the City of Goodlettsville, recorded at Instrument No. 20000602-0054879.

5. All matters shown on Plat recorded at Instrument No. 20020613-0072156.

6. All matters as shown on Survey Number 02359ALT, dated July 15, 2003 and last revised on September 15, 2003, prepared by Cherry Land Surveying, Inc., R. Scott Cherry, Surveyor.