PICK-UP

Davidson County DEEDWARR
Recvd: 01/12/04 14:06 4pgs
Fees:23.00 Taxes:4366.00
20040112-0004688

SPECIAL WARRANTY DEED

TO: The Elam Company

FROM: PALT Partners

This instrument was prepared by:
C. Mark Carver, Esq.
Sherrard & Roe, PLC
424 Church Street, Suite 2000
Nashville, TN 37219

Address New Owner(s) as Follows:	Send Tax Bills To:	Map/Parcel Numbers
The Elam Company 4338 Chickering Road Nashville, TN 37215	Same	Map 163, Parcel 336

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $1,180,000.00.

Gayle E. Smith
Affiant

Sworn to and subscribed before me this 9 day of January, 2004.

Notary Public

My Commission Expires: 7-29-06

TRACY L. HENRY Notary Public At Large DAVIDSON COUNTY, TENN. My Commission Expires July 29, 2006

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named Buyer, and other good and valuable considerations, the receipt of which is hereby acknowledged, **PALT Partners** (hereinafter called the "Seller"), has bargained and sold, and by these presents does transfer and convey unto **The Elam Company** (hereinafter called the "Buyer"), and Buyer's successors and assigns, all of Seller's interest in a certain tract of land in Davidson County, Tennessee, described on Exhibit A attached hereto and incorporated herein by reference, and any improvements thereon.

The above-referenced property is conveyed subject to the matters set forth on Exhibit B attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the said real property, together with all rights and appurtenances thereunto belonging or in any wise appertaining to Buyer, its successors and assigns, forever in fee simple.

Seller further covenants and binds itself, its representatives, successors and assigns to warrant specially and forever defend the title to said real estate to Buyer, and Buyer's successors and assigns,

against the lawful claims of all persons claiming through and under Seller (other than claims arising out of the matters set forth above), but not further or otherwise. 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.

IN WITNESS WHEREOF, Seller has caused this Special Warranty Deed to be executed effective as of the 12th day of January, 2004.

SELLER:

PALT Partners

By: First Allegheny Management Company,
Operating Agent

By: _____

Title: President

STATE OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

Before me, Dora Dickerson, a Notary Public of said County and State, personally appeared Andrew Stewart with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President (or other officer authorized to execute the instrument) of First Allegheny Management Company, the Operating Agent of PALT Partners, a Tennessee general partnership, the within named bargainor, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Andrew Stewart

Witness my hand and seal, at office in Pittsburgh, Pennsylvania, this 8th day of January, 2004.

DORA G. DICKERSON
COMMONWEALTH OF PENNSYLVANIA
NOTARY PUBLIC

_____
Notary Public

My Commission Expires:

June 10, 2006

DORA G. DICKERSON, NOTARY PUBLIC
CITY OF PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JUNE 10, 2006

EXHIBIT A

PROPERTY DESCRIPTION

LAND in Davidson County, Tennessee, being Lot No. 2, on the Plan of Resubdivision of Lot F-2 of the 2nd Revision, Section Two of Hickory Hollow Mall, as show on plat of record in Plat Book 6900, page 988, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

BEING the same property conveyed to Palt Partners, a Tennessee general partnership, by Deed of Record in Book 8881, page 516, Register's Office for Davidson County, Tennessee.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes for the year 2004 and subsequent years.

2. Terms and Provisions of a lease, memorandum of which is of record in Book 8071, page 589, as amended in Book 8148, page 1.

3. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations of title set forth in restrictions recorded in Book 5125, page 769, as amended in Book 5189, page 947; Book 5337, page 933; Book 5441, page 968; Book 5792, page 491; Book 5951, page 26; Book 6011, page 163; and Book 6095, page 948; and in any allied instrument(s) referred to in said restrictions.

4. All matters shown on Plat recorded in Book 6900, page 988.

5. Permanent Access Easement for ingress and egress as set forth on plat of record in Book 5050, page 25.

6. Easement(s) for water mains, as set forth in instrument recorded in Book 8068, page 38.