THIS INSTRUMENT PREPARED BY: Long, Ragsdale & Waters, P.C. 1111 Northshore Drive, N.W. Suite S-700 Knoxville, Tennessee 37919	*	RESPONSIBLE TAXPAYER: Walgreen Co. 300 Wilmot Road Deerfield, Illinois 60015 Attention: Tax Department
	*	OWNER: ALD Realty Co., Inc. 545 Broadway Suite 101 Bayonne, NJ 07002
	*	Source of Grantor's Title: Deed recorded as Instrument No. 199912300309408 in the Knox County Register's Office
	*	Tax Parcel: Field Book No. 2DX-10228, Map 135, Parcel 400

Davidson County DEEDWARR
Recvd: 01/12/04 15:15 6pgs
Fees:33.00 Taxes:10598.15
20040112-0004824

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I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $2,864,364.22 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

R. Alley
Affiant

Subscribed and sworn to before me this 23rd day of December, 2003.

Nancy Rayfield
Notary Public

My commission expires: 7/5/04

NANCY RAYFIELD NOTARY PUBLIC AT LARGE DAVIDSON COUNTY

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SPECIAL WARRANTY DEED

THIS INDENTURE, made as of the 6th day of ~~December~~ January, 2004, ~~2003~~, between CUMBERLAND RIVER PROPERTIES PARTNERSHIP, a Tennessee general partnership, ("Grantor") and **ALD REALTY CO., INC., a New Jersey corporation** ("Grantee").

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and for other good and valuable consideration in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto Grantee the following described premises, with the hereditaments and appurtenances thereto appertaining, to-wit:

SITUATE in the 27th Councilmanic District of Metropolitan Nashville, Davidson County, Tennessee, and being more particularly bounded and described as shown on Exhibit A attached hereto (the "Property").

TO HAVE AND TO HOLD the Property to the said Grantee, its successors and assigns forever.

And Grantor, for itself, its successors and assigns, does hereby covenant with Grantee, its representatives, successors and assigns, that Grantor will forever warrant and defend the title to the Property against the lawful claims of all persons claiming, by, through or under the Grantor, but not otherwise; and that such Property is free from all encumbrances except for those matters described on Exhibit B attached hereto.

THE PREPARER OF THIS DEED MAKES NO REPRESENTATION AS TO THE STATUS OF TITLE TO THE PROPERTY DESCRIBED ON EXHIBIT A HERETO. THIS DEED HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARER WHO MAKES NO REPRESENTATION WHATSOEVER OTHER THAN IT HAS BEEN ACCURATELY TRANSCRIBED FROM THE INFORMATION PROVIDED. The terms "Grantor" and "Grantee" and any pronouns shall be read in the singular and plural number and in such gender as the context may require.

IN WITNESS WHEREOF, the Grantor has executed this instrument the date first above written.

CUMBERLAND RIVER PROPERTIES PARTNERSHIP

By _____
R. Stephens Tatum, Jr.,
Managing General Partner

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7033-64
December 9, 2003

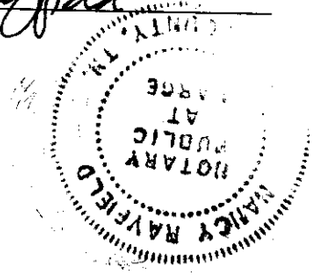
STATE OF TENNESSEE
COUNTY OF KNOX

Before me, the undersigned, a notary public of the state and county aforesaid, personally appeared R. Stephens Tatum, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be Managing General Partner of CUMBERLAND RIVER PROPERTIES PARTNERSHIP, the within named bargainor, a general partnership, and that he as such General Partner executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as General Partner.

WITNESS my hand and seal, this 23rd day of December, 2003.

Notary Public

My Commission Expires: 7/5/04



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7033-64
December 9, 2003

Exhibit "A"

A parcel of land in the 27TH Councilmanic District of Metropolitan Nashville, Davidson County, Tennessee and being all of Outparcel "B" of Nashboro Village Retail Center of record in Plat Book 9700, Page 463, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at an existing iron pin in the easterly right-of-way of Murfreesboro Pike at the southwesterly corner of said Outparcel "B", being North 25 degrees 46' 22" West 410.40 feet per plat distances, from the westerly terminus of the northerly return curve at the intersection of Murfreesboro Pike and Nashboro Boulevard; thence.

With said right-of-way, North 25 degrees 46' 43" West, 390.52 feet to an existing iron pin at the southwest corner of Outparcel "A" of said Nashboro Village Retail Center; thence,

With the property line of said Outparcel "A", North 64 degrees 06'37" East, 58.14 feet to an existing iron pin; thence,

With the property line of said Outparcel "A" and then the property line of the Shopping Center Parcel as shown on said subdivision, South 70 degrees 23 04" East, 194.81 feet to an existing iron pin; thence.

With the property line of said Shopping Center Parcel, South 25 degrees 52' 27" East, 219.93 feet to an existing iron pin; thence,

Southerly with a curve to the right having a radius of 18.01 feet, a central angle of 71 degrees 42 01", an arc length of 22.54 feet, and a chord bearing and distance of South 10 degrees 10' 59" West, 21.10 feet to an existing iron pin; thence,

South 46 degrees 00'51 West, 18.68 feet to an existing iron pin; thence,

Westerly with a curve to the right having a radius of 179.98 feet, a central angle of 18 degrees 11' 50", an arc length of 57.16 feet, and a chord bearing and distance of South 55' 07' 59" West, 56.92 feet to an existing iron pin; thence,

South 64 degrees 13' 36" West, 108.85 feet to the POINT OF BEGINNING and containing 1.520acres, more or less as calculated by the above courses and distances which were determined within the precision requirements of an ALTA/ACSM Land Title Survey of 1992.

Being the same property conveyed to Cumberland River Properties Partnership, a Tennessee General Partnership by deed from Cumberland River Properties Partnership, a Tennessee limited liability company of record in Instrument Number 199912300309408, Register's Office for Davidson County, Tennessee.

TOGETHER with ingress/egress easement appurtenant thereto as shown on Plat Book 9700, page 463, the Declaration of Reciprocal Easements and Restrictions of record in Book 10683, page313, Register's Office for Davidson County, Tennessee and Agreement Concerning Access Driveways and Waiver of Restrictions of record in Book 10691, page 476, Register's Office for Davidson County, Tennessee.

Exhibit B

1. Taxes for the year 2003, a lien, due and payable, but not delinquent.

2. All matters shown on the Plan of record in Book 9700, page 463, Register's Office for Davidson County, Tennessee.

3. Restrictions as contained in Lease favor of the Kroger Company as recorded in Book 10488, page 764, Register's Office for Davidson County, Tennessee.

4. Declaration of Restrictive Covenants recorded in Book 10683, page 313, Register's Office for Davidson County, Tennessee.

5. Terms and provisions of Agreement Concerning Access Driveways and Waiver of Restriction by and between T&M Nashboro Development Company, a Tennessee limited liability company and Cumberland River Properties, LLC, a Tennessee limited liability company, of record in Book 10691, page 476, Register's Office for Davidson County, Tennessee.

6. Memorandum of Lease by and between Cumberland River Properties, LLC, a Tennessee limited liability company and Walgreen Co., of record in Book 10691, page 498, Register's Office for Davidson County, Tennessee; including the right of first refusal. Said Memorandum of Lease was ratified by Ratification Agreement of record in Book 10800, page 72, said Register's Office.

7. A Deed of Trust and Security Agreement by Cumberland River Properties, LLC, a Tennessee limited liability company, trustor, to W. Alan Nichols, trustee, for the benefit of Protective Life Insurance Company, beneficiary, to secure a note in the original amount of $2,320,000.00 and any other obligations secured thereby, as of record in Book 11255, page 199, Register's Office for Davidson County, Tennessee; as assigned to LaSalle National Bank, as trustee for the registered holders of Protective Commercial Mortgage FASIT Master Trust, Commercial Mortgage FASIT Certificates, Series I by Assignment of Loan Documents of record in Book 11714, page 271, said Register's Office.

8. Assignment of Rents and Leases of record in Book 11255, page 219, Register's Office for Davidson County, Tennessee; as assigned to LaSalle National Bank, as trustee for the registered holders of Protective Commercial Mortgage FASIT Master Trust, Commercial Mortgage FASIT Certificates,

Series I by Assignment of Loan Documents of record in Book 11714, page 271, said Register's Office.

9. Subordination, Non Disturbance and Attornment Agreement of record in Book 11255, page 230 and as re-recorded in Book 11292, page 519, Register's Office for Davidson County, Tennessee.

10. UCC-1 Financing Statement naming Cumberland River Properties, LLC, as Debtor, and Protective Live Insurance Company as Secured Party, of record in Book 11255, page 226, Register's Office for Davidson County, Tennessee. Said UCC-1 Financing Statement was Assigned to LaSalle National Bank, as trustee for the registered holders of Protective Commercial Mortgage FASIT Master Trust, Commercial Mortgage FASIT Certificates, Series I by UCC-3 of record in Book 11714, page 270, said Register's Office.