Davidson County DEEDWARR
Recvd: 07/22/04 15:53 6pgs
Fees:33.00 Taxes:13131.30
20040722-0088022

THIS INSTRUMENT PREPARED BY:

Gregory J. Chaparro
30 N. LaSalle Street
Suite 310, Chicago, IL 60602

AFTER RECORDING, RETURN TO:

Kenneth Cox
Jernigan Property Group
5350 Poplar Ave, Suite 410
Memphis, TN 38119

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into as of the 20th of July, 2004, by and between **SUSA-TN, LLC, a Delaware limited liability company**, party of the first part, and **JPG Murfreesboro Rd, L.P., a Tennessee limited partnership**, party of the second part.

WITNESSETH: That for and in consideration of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the party of the second part, the following described real estate, situated in the City of Antioch, County of Davidson, State of Tennessee and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, together with all buildings, structures, fixtures and improvements located thereon.

The property is improved with an address of: 2757 Murfreesboro, Antioch, Tennessee.

Being the same property conveyed to SUSA-TN, LLC, a Tennessee limited liability company by deed from SUSA Partnership, L.P., a Tennessee limited partnership of record as Instrument No. 20000110000285 7, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD The aforedescribed real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the party of the second part, its successors and assigns in fee simple forever.

The party of the first part does hereby covenant with the party of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, except for those exceptions, reservations and other matters of record and incorporated herein by reference; and that the title and quiet possession

thereto it will warrant and forever defend against the lawful claims of all persons claiming by, through, or under it, but not further or otherwise.

The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, and pronouns shall be construed according to their proper gender and number according to the context hereof.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed by and through its duly authorized officers as of the day and year first above written.

SUSA-TN, LLC, a Tennessee limited liability company

BY: SUSA Partnership, L.P.,
a Tennessee limited partnership, its member

BY: Security Capital Self Storage, Incorporated,
a Delaware corporation, general partner

By: _____
Dana Migliaccio
Vice President

AND

BY: SUSA Holdings, L.P.,
a Tennessee limited partnership, its member

BY: SUSA Partnership, L.P., a Tennessee
limited partnership, its general partner

BY: Security Capital Self Storage, Incorporated,
a Delaware corporation, general partner

By: _____
Dana Migliaccio
Vice President

STATE OF TENNESSEE)
COUNTY OF Shelby)

Personally appeared before me,Susan B. Morris, Notary Public, Dana Migliaccio, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is the Vice President of Security Capital Self Storage Incorporated, the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 20th day of July 2004.

Susan B. Morris

Notary Public



My commission expires:_August 10, 2004__

STATE OF TENNESSEE
COUNTY OF SHELBY

I hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $3,549,000.00, which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this the 20th day of July, 2004.

SUSAN B. MORRIS
NOTARY PUBLIC AT LARGE
SHELBY CO., TN

Susan B. Morris
Notary Public at Large
Shelby County, TN
My commission expires August 10, 2004

My Commission Expires August 10, 2004

(SPACE BELOW THIS LINE FOR STATISTICAL AND RECORDING DATA ONLY)

TAX PARCEL NO.:

149-00-0-344.00

NAME AND ADDRESS OF A PROPERTY OWNER:

JPG Murfreesboro Rd, L.P.

5350 Poplar Avenue, Suite 410

Memphis, TN 38118

NAME AND ADDRESS OF THE PERSON OR ENTITY
RESPONSIBLE FOR THE PAYMENT OF THE REAL PROPERTY TAXES

Jernigan Property Group c/o Jonathan Perry

5350 Poplar Avenue, Suite 410

Memphis, TN 38118

EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 3, on the Plan of Revision One Priest Lake Investments, as shown on plat of record in Plat Book 9700, page 412, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being a part of the same property conveyed to SUSA-TN, LLC, a Tennessee limited liability company by Quitclaim Deed from SUSA Partnership, L.P., a Tennessee limited partnership of record in Instrument No. 200001100002857, Register's Office for Davidson County, Tennessee.