(4) (5) 3M3 LTown

Parcel No. 163/85
Hickory Hollow, Tennessee

THIS INSTRUMENT PREPARED BY:

T. Craig Harmon, Esquire
McGuireWoods LLP
One James Center
Richmond, Virginia 23219

Davidson County DEEDWARR
Recvd: 11/23/04 15:45 5pgs
Fees:28.00 Taxes:112.16
20041123-0140627

# SPECIAL WARRANTY DEED

THIS INDENTURE, made this 15th day of October, 2004, by and between **C.C. REMAINDERMAN LIMITED LIABILITY COMPANY**, a Wyoming limited liability company, with its principal office in Lake Forest, Illinois, hereinafter called "Grantor"; and **U.S. BANK NATIONAL ASSOCIATION, successor in interest to State Street Bank and Trust Company of Connecticut, National Association, not in its individual capacity, but solely as Owner Trustee, and GEORGE DAVISON, JR., successor in interest to W. Jeffrey Kramer, not in his individual capacity, but solely as Individual Cotrustee, under the Amended and Restated Trust Agreement for July Properties**, whose post office address is c/o Cardinal Capital Partners, Inc., 8214 Westchester Dr., 9th Floor, Dallas, TX 75225, hereinafter called Grantee.

Address of new owner and send Tax bills too;

WITNESSETH:

That the said Grantor, for and in consideration of the sum of One Dollar ($1.00) cash and other good and valuable considerations to it in hand paid by the said Grantee the receipt of which is hereby acknowledged, has granted, bargained, sold, conveyed and does hereby grant, bargain, sell and convey unto said Grantee the premises described on **Exhibit A** attached hereto as a part hereof (the "Property"), and all of its right, title and interest, if any, in and to the improvements located on the Property.

With the hereditaments, and appurtenances thereto appertaining, hereby releasing all claims to Homestead, Dower, and Curtesy therein, TO HAVE AND TO HOLD the said premises to the said Grantee, its successors and assigns forever.

This conveyance is made without warranty by the Grantor except that Grantor warrants that it has not previously conveyed any of its interest in the Property to any other person or entity, including, without limitation granting any liens against its interest in the Property, other than: (i) in accordance the agreements entered into in connection with the Participation Agreement made as of July 3, 1991, among Textron Financial Corporation, various trustees, Circuit City Stores, Inc. and Grantor, and (ii) such conveyances as are shown in the real estate records.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be subscribed on the day and year first above written.

**C.C. REMAINDERMAN LIMITED LIABILITY COMPANY**, a Wyoming limited liability company

By: Remainderman Management Company, Manager

By: _____
Name: Bruce J. Hayner
Titl: President

STATE OF ILL
CITY/COUNTY OF LAKE

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared BRUCE J. HAYNER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the PRESIDENT of Remainderman Management Company, Manager of **C.C. REMAINDERMAN LIMITED LIABILITY COMPANY**, a Wyoming limited liability company, the within named bargainor, and that he as such PRESIDENT, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as PRESIDENT.

WITNESS my hand and seal at office in LAKE FOREST, IL, this 12TH day of OCTOBER, 2004.

Monica M. Sendef
Notary Public

OFFICIAL SEAL
MONICA M SENDEF
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/23/08

My commission expires: 9/28/08

Address of New Owner:

Send Tax Bills to:

\\REA\232128.2

**EXHIBIT A**

**REVISED TO REFLECT THE EASEMENT PARCELS DESCRIBED IN TRACTS 2 & 3**

5221 Hickory Parkway
Nashville, TN
Job No. 25958

TRACT 1

All that tract or parcel of land containing 3.17 acres more or less situated, lying and being in the First Civil District, Nashville, Davidson County, Tennessee, and being more particularly described as follows:

Being Lot No. C-4, as shown on the plan of re-subdivision of Lots C, C-2, C-3, Section 15, Hickory Hollow Mall, being more particularly described as follows:

BEGINNING at an iron pin in the southerly R.O.W. margin of Hickory Hollow Parkway, said pin being westerly 562.42 feet from the westerly terminus of a curve return to the westerly R.O.W. margin of Bell road, said point also being the True Point of Beginning; thence leaving said margin with westerly line of Lot No. C-3 as shown on the aforementioned plan of re-subdivsion run South 05° 27' 58" West for distance 41.43 feet to a PK nail; thence run South 46° 38' 55" West for a distance 215.00 feet to a PK nail; thence run South 43° 21' 05" East for a distance of 10.00 feet to a PK nail; thence run South 46° 38' 55" West for a distance 235.00 feet to a PK nail; thence run South 31° 41' 10" West for distance of 100.00 feet to an iron pin in the northerly margin of the CSX Transportation Railroad; thence with said margin run North 58° 18' 50" West for a distance of 264.68 feet to an iron pin; thence leaving said margin with the easterly line of Lot No. C-5, run North 31°41' 10" East for a distance of 160.66 feet to an iron pin; thence continuing with said line run North 00° 02' 39" East for a distance of 110.46 feet to a PK nail, said point being the PC of a curve to the right having a radius of 457.64 feet and having an arc distance of 127.93 feet; thence run along said curve to the right a chord bearing of North 82°02'08" East and a chord distance of 127.52 feet to an iron pin; thence run North 83° 29' 23" East for a distance of 121.66 feet to an iron pin, said point being the PC of a curve to the right having a radius of 729.99 feet and having an arc distance of 273.15 feet; thence run along said curve to the right a chord bearing of North 84°44'53" East and a chord distance of271.56 feet to a point and back to the True Point of Beginning.

Land containing 137940.93 sq. ft. and 3.17 acres.

TRACT 2

JOINT access easements appurtenant to aforedescribed Lot No. C-4 as said easements are set forth on Plat of Record in Plat Book 5800, page 230.

TRACT 3

RECIPROCAL access and parking easement recorded in Book 6188, page 87, as amended in Book 6207, page 366.

Being the same property conveyed to C. C. Remainderman Limited Liability Company by deed of record in Book 8396 page 840 ROOC

STATE OF TENNESSEE, DAVIDSON COUNTY

I, or we, hereby swear or affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is $30,314.05 which amount is equal to, or greater than, the amount which the property transferred would command at a fair voluntary sale.

Affiant

Subscribed and sworn to before me, the undersigned authority, this 1st day of November, 2004.

Notary Public

My commission expires: 10-22-06

SARA N. YAEGER
Notary Public, State of Texas
My Commission Expires
October 22, 2006

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