318
LAST

Prepared by and
After recording return to:
Ms. Cathy Moeller
Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas, Texas 75204-4064

PICK-

Davidson County DEEDWARR
Recvd: 01/27/05 14:22 10 Pg
Fees:53.00 Taxes:14574.66
20050127-0010263

SPECIAL WARRANTY DEED

As of January 20, 2005, **U.S. BANK NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS OWNER TRUSTEE, AND GEORGE DAVISON, JR., NOT IN HIS INDIVIDUAL CAPACITY, BUT SOLELY AS INDIVIDUAL COTRUSTEE UNDER THE AMENDED AND RESTATED TRUST AGREEMENT FOR JULY PROPERTIES ("RESTATED TRUST AGREEMENT")**, having an address c/o Cardinal Capital Partners, Inc., 8214 Westchester Drive, Ninth (9th) Floor, Dallas, Texas 75225, hereinafter called "Grantor", for and in consideration of the sum of Three Million, Nine Hundred Thirty-Nine Thousand, Ninety-Seven and 00/100 Dollars ($3,939,097.00) paid by **OLP CCANTIOCH LLC**, a Tennessee limited liability company, hereinafter called "Grantee", having an address at c/o One Liberty Properties, Inc., having an address at 60 Cutter Mill Road, Suite 303, Great Neck, New York 11021, the receipt and sufficiency of which is acknowledged,

HAS GRANTED, SOLD and CONVEYED, and by these present does GRANT, SELL and CONVEY, unto Grantee all of the real property described on Exhibit A attached hereto and incorporated herein, and improvements thereon situated in Davidson County, Tennessee;

Grantor warrants the title against all persons claiming by, through or under Grantor and not otherwise, and this conveyance is made and accepted subject to (a) general real estate taxes on the Property for the current year, (b) zoning laws and regulations and ordinances of municipal and other governmental authorities, if any, affecting the Property, and (c) the matters set forth on Exhibit B attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the Property and premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and Grantee's heirs, successors and assigns forever, and Grantor does hereby bind itself, and its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property and premises unto the Grantee, and Grantee's heirs, successors, and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

It is expressly understood and agreed that this Special Warranty Deed (this "Deed") is

executed and delivered by (i) U.S. Bank National Association ("US Bank"), not in its individual capacity but solely as "Owner Trustee", and (ii) George Davison, Jr. ("Davison"), not in his individual capacity but solely as "Individual Cotrustee", in the exercise of the powers and authority conferred and vested in them under the Restated Trust Agreement, and each of the representations, warranties, undertakings and agreements herein made on the part of US Bank and/or Davison, as the case may be, is made and intended not as a personal representation, warranty, undertaking and agreement by US Bank, and/or Davison, as the case may be, but is made and intended for the purpose of binding only the Trust Estate (as defined in the Restated Trust Agreement); and all persons having any claim against US Bank, Owner Trustee, Davison, and/or Individual Cotrustee, as the case may be, by reason of the transactions contemplated by this Deed shall look only to the Trust Estate for payment or satisfaction thereof.

This Deed may be executed in more than one (1) identical counterpart, each of which, when taken together, shall constitute an original of one and the same document.

[SIGNATURE AND ACKNOWLEDGMENT PAGE FOLLOWS]

SIGNED on the date of acknowledgment to be effective as of the date first set forth above.

GRANTOR:

U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity, but solely as Owner Trustee, under the Amended and Restated Trust Agreement For July Properties

By: _____
Name: George Davison, Jr.
Title: Officer

_____
GEORGE DAVISON, JR., not in his individual capacity, but solely as Individual Cotrustee, under the Amended and Restated Trust Agreement For July Properties

[GRANTOR'S ACKNOWLEDGMENTS ARE ON NEXT PAGE]

COMMONWEALTH OF MASSACHUSETTS :
:
COUNTY OF SUFFOLK :

This instrument was acknowledged before me on this 13th day of January, 2005, by George Davison, Jr., as Officer of **U.S. BANK NATIONAL ASSOCIATION**, not in its individual capacity, but solely as Owner Trustee, under the Amended and Restated Trust Agreement For July Properties.

Notary Public,
Commonwealth of Massachusetts

My Commission Expires: 2/7/08

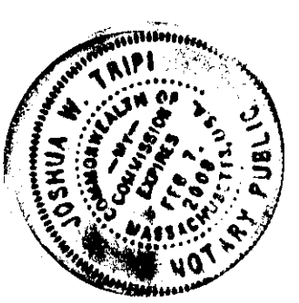


COMMONWEALTH OF MASSACHUSETTS :
:
COUNTY OF SUFFOLK :

This instrument was acknowledged before me on this 13th day of January, 2005, by **GEORGE DAVISON, JR.**, solely as Individual Trustee, under the Amended and Restated Trust Agreement For July Properties.

Notary Public,
Commonwealth of Massachusetts

My Commission Expires: 2/7/08



Upon and after the recordation of this Deed, all tax notices shall be sent to:
SEND TAX BILLS TO:
Circuit City Stores, Inc.
9950 Mayland Drive
Richmond, Virginia 23233-1464
Attn: Vice President, Real Estate

NEW OWNER:

OLP CCANTIOCH LLC
c/o One Liberty Properties, Inc.
60 Cutter Mill Road, Suite 303
Great Neck, NY 11021

MAP/PARCEL NO.

163/85

00200153.3

EXHIBIT A

LEGAL DESCRIPTION

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.

EXHIBIT B

PERMITTED EXCEPTIONS

1. All matters listed as exceptions to title to the property described herein in that certain policy of title insurance issued effective on or about the date hereof by Lawyer's Title Insurance Company pursuant to Title Insurance Commitment No. 04R23090 ND9.

2. All matters shown on that certain ALTA/ACSM Land Title Survey dated August 25, 2004, last revised December 17, 2004, prepared by Harvel & Associates, Inc.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $3,939,097.00.

Affiant

Subscribed and sworn to before me, this the 24th day of JANUARY, 2005.

Notary Public

My Commission Expires: 10-16-07

PAMELA B HAMPTON
NOTARY PUBLIC AT LARGE
CHEATHAM COUNTY, TN
My Comm Exp Oct 16, 2007