Davidson County DEEDWARR
Recvd: 06/03/05 07:35 3 pgs
Fees:18.00 Taxes:4440.00

20050603-0062885

THIS INSTRUMENT PREPARED BY:

MUDTER, MORGAN & PATTERSON
2000 Richard Jones Road
Suite 103
Nashville, Tennessee 37215
(615) 383-4429

File No. 23629
File Box 9B

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is: $1,200,000.00.

Affiant

Subscribed and sworn to before me, this 2nd day of June, 2005.

Notary Public

My Commission Expires: 5/20/06

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

SPECIAL WARRANTY DEED

Address New Owner:	Send Tax Bills to:	Tax Information:
Fifth Third Bank, N.A., a national banking association V.P. Corporate Facilities –Real Estate 38 Fountain Square Plaza, MD10ATA1 Cincinnati, OH 45263	New Owner	Map: 26-12 Parcel: 18

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, CARMAX AUTO SUPERSTORES, INC., a Virginia corporation ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to FIFTH THIRD BANK, N.A., a national banking association ("Grantee"), its successors and assigns, all that tract or parcel of land in Davidson County, Tennessee, more particularly described on Exhibit "A" hereto.

This is unimproved property.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to Grantee and its successors and assigns, forever. Grantor covenants with Grantee that Grantor is lawfully seized and possessed of said real estate in fee simple and has a good right to convey it. This conveyance and all covenants and warranties made herein are expressly subject to those matters set forth on Exhibit "A". Grantor further covenants and binds itself, its successors and assigns to warrant and forever defend the title to said real estate against the lawful claims of all persons claiming by, through or under it but no further or otherwise.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has executed this instrument, the corporate party by its duly authorized officer(s), on this 1 day of June, 2005.

CARMAX AUTO SUPERSTORES, INC., a Virginia corporation

By: _____

Title: K. Douglass Moyers
Vice President

STATE OF VIRGINIA)

COUNTY OF Henrico)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, K. Douglass Moyers, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained and who, upon oath, further acknowledged that he is the VP of Carmax Auto Superstores, Inc., a Virginia corporation, the maker or its constituent, 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 1 day of June, 2005.

_____
Notary Public

My Commission Expires: 3/31/2008



Exhibit "A"

Legal Description

Being Lot 2 of the Final Plat of Carmax Auto Superstore, recorded as Instrument No. 20050113-0004927, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.

Being part of the same property conveyed to Carmax Auto Superstores, Inc., a Virginia corporation by deeds of record in Instrument No. 20040618-0072707, Instrument No. 20040618-0072708 and Instrument No. 20040618-0072709, Register's Office for Davidson County, Tennessee.

Permitted Encumbrances

1. Real Property Taxes for the year 2005, which have been prorated and assumed by Grantee.
2. All matters appearing on the Plan appearing of record as Instrument No. 20050113-0004927, Register's Office for Davidson County, Tennessee.
3. Storm water detention agreement of record in Instrument No. 20041022-0127300, Register's Office for Davidson County, Tennessee.
4. All matters appearing on the survey by Robert M. Searson, TN R.L.S. #1666, dated January 7, 2005, last revised May 27, 2005.
5. Declaration of Protective Covenants and Easements recorded immediately prior hereto.