This Instrument Was Prepared By:
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200 Fourth Avenue North, Suite 1000
Nashville, TN 37219

Davidson County DEEDWARR
Recvd: 11/08/05 11:13 5 pgs
Fees:28.00 Taxes:5550.00
20051108-0135219

Address New Owner & Send Tax Bills To:

Out On A Whim, Inc.
Attn: Donna Shanahan
126 2nd Avenue North
Nashville, TN 37201

Map & Parcel Number:

93-6-2-80

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid by the hereinafter named Grantee, and for other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, **DEMOSS PARTNERS, L.P.**, a Tennessee limited partnership (hereinafter referred to as the "Grantor"), has bargained and sold, and by these presents does transfer and convey unto **OUT ON A WHIM, INC.**, an Alabama corporation (hereinafter referred to as the "Grantee"), in fee simple, certain real property situated in Davidson County, Tennessee, which property is more particularly described on Exhibit A which is attached hereto and made a part hereof by this reference, together with all right, title and interest of the Grantor, if any, in and to any easements and rights-of-way adjoining, abutting, or benefiting the same and together with the appurtenances, hereditaments, estate, title and interest thereto appertaining (all of the foregoing being hereinafter collectively referred to as the "Property").

TO HAVE AND TO HOLD the Property to the Grantee, its successors and assigns, in fee simple forever; subject, however, to the matters set forth in Exhibit B which is attached hereto and made a part hereof by this reference.

The Grantor covenants that the Grantor is lawfully seized and possessed of the Property; that the Grantor has full power and lawful authority to sell and convey the Property; that the Property is free from all encumbrances made or suffered by the Grantor, except to the extent otherwise set forth in Exhibit B hereto; and the Grantor will forever warrant and defend the title to the Property against all persons lawfully claiming the same from, through or under the Grantor, but not otherwise.

Whenever in this instrument the terms Grantor and Grantee are used, such terms will be construed to include said parties, their respective heirs, legal representatives, successors and assigns, and such terms, or pronouns therefor, will be construed to include the masculine, feminine or neuter gender and the singular number will include the plural, all as the context may require.

IN WITNESS WHEREOF, the Grantor has executed this deed on this 7th day of November, 2005.

DEMOSS PARTNERS, L.P.
A Tennessee limited partnership

By: Heritage Development Corp. Of Tennessee, Inc.,
Its general partner

By: _____
J. Peter Van Driest, President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $1,500,000.00.

Affiant

Subscribed and sworn to before me, this the 7TH day of November, 2005.

Notary Public For The State Of Tennessee

My Commission Expires: January 26, 2008

KENNETH L. CAMPBELL STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared J. Peter Van Driest, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and upon oath acknowledged himself to be the President of Heritage Development Corp. Of Tennessee, Inc., a Tennessee corporation that is the general partner of DeMoss Partners, L.P., the within named bargainor, a Tennessee limited partnership, and that he as such officer of the general partner of the limited partnership, being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the limited partnership by himself as such officer of the general partner of the limited partnership.

WITNESS my hand and seal, this 7TH day of November, 2005.

Notary Public For The State Of Tennessee

My Commission Expires: January 26, 2008

KENNETH L. CAMPBELL STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TN

Exhibit A

Legal Description

The property consists of the following described land and building in the Davidson County, Tennessee, Market Street (Second Avenue) Historic District:

Beginning at a point on the easterly margin of Second Avenue North, said point lying 277.35 feet north of the northerly margin of Broadway and being the most northwesterly corner of the property conveyed to Thomas C. Scott, Trustee, of record in Book 5764, Page 222, in the Register's Office for Davidson County, Tennessee; thence with said margin of Second Avenue North, North 26 degrees 52 minutes 12 seconds West, a distance of 24.20 feet to a point, thence leaving said margin of Second Avenue North and with the southerly line of the property conveyed to Nashville Historic Developers of record in Book 8370, Page 361, in the Register's Office for Davidson County, Tennessee; North 62 degrees 34 minutes 24 seconds East, a distance of 210.06 fee to a point on the westerly margin of First Avenue North; thence with said margin of First Avenue North, South 27 degrees 09 minutes .07 seconds East, a distance of 25.42 feet to a point, thence leaving the westerly margin of First Avenue North and with the northerly line of the aforesaid Scott, trustee property, South 62 degrees 54 minutes 19 seconds West, a distance of 210.18 feet to the point of beginning, containing 5,213 square feet or 0.120 acres, more or less.

Being the same property conveyed to DeMoss Partners, L.P., by deed from Dominion Bank Of Middle Tennessee, of record in Book 8885, Page 280, in the Register's Office for Davidson County, Tennessee.

This is improved property known as 126 Second Avenue North, Nashville, Tennessee 37201.

Exhibit B

Exceptions

1. Easement for support of party wall as set out in instrument of record in Book 1021, Page 669, in the Register's Office for Davidson County, Tennessee.