THIS INSTRUMENT PREPARED BY AND RECORDED RETURN TO: Hurtuk & Daroff, Co., L.P.A. 6120 Parkland Boulevard, Ste. 100 Cleveland, OH 44124 Attn: Kurt von Boeslager, Esq.	OWNER/RESPONSIBLE TAXPAYER: JPG Trousdale Ave, L.P. 5350 Poplar Avenue No. 410 Memphis, TN 38119 Tax Parcel No. 146-04-166 Tax Parcel No. 146-04-192 Tax Parcel No. 146-04-193	PROPERTY ADDRESS: 4815 Trousdale Drive Nashville, TN 37220	MAIL TAX BILLS TO: 6745 Engle Road Suite 300 Cleveland, OH 44130

SPECIAL WARRANTY DEED

THIS INDENTURE made as of January 17, 2006, between JPG TROUSDALE AVE, L.P., a Delaware limited partnership, First Party, and U-STORE-IT, L.P., a Delaware limited partnership, Second Party:

WITNESSETH

THAT SAID FIRST PARTY, for and in consideration of the sum of NINE MILLION TWO HUNDRED THOUSAND DOLLARS ($9,200,000), and other good and valuable consideration, to it in hand paid by said Second Party, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does by these presents grant, bargain, sell and convey unto Second Party, the real property described in Exhibit "A" attached hereto.

This being the same real estate conveyed to First Party by Special Warranty Deed of record at Instrument No. 20041104-0133339 in the Register's Office of Davidson County, Tennessee. The foregoing legal description was taken from the previous deed of record, no new boundary survey have been prepared in connection with this conveyance.

THIS CONVEYANCE is made subject to matters as are shown in the records of the Davidson County Register's Office, other than any monetary liens (except non-delinquent taxes);

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims therein, including homestead. **TO HAVE TO HOLD** the same unto the Second Party, its successors, representatives and assigns forever.

AND said First Party, for itself and its successors, representatives and assigns, does hereby covenant with said Second Party, its successors, representatives and assigns, that it is lawfully seized in fee simple of the premises above conveyed and has full power, authority and right to convey the same, and that it will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons claiming by, through or under the First Party; provided, however, this conveyance is made subject to the matters set forth herein.

Whenever in this instrument a pronoun is used it shall be construed to represent either singular or plural, or the masculine, feminine or neuter gender, as the case may demand.

[Signature and acknowledgement on following page]

Please Return To

Zonia N. Veal
First National Financial Title Services, Inc.
3237 Satellite Blvd., Bldg. 300, Ste 450
Duluth, GA 30096 H2602S

Davidson County DEEDWARR
Recvd: 01/23/06 10:44 4 pgs
Fees:23.00 Taxes:34040.00

20060123-0008250

PGHLIB-1742149.1-DLRUSONI 1/11/06 9:28 AM

Witness:

JPG TROUSDALE AVE, L.P., a Delaware limited partnership

By: JPG Nashville, LLC, a Delaware limited liability company, its sole general partner

By: Jernigan Property Group, LLC, a Delaware limited liability company, its sole member

By: _____

Name: Kenneth Cox

Title: SVP

[Acknowledgement on Following Page]

BRENDA L. KNIGHT
NOTARY PUBLIC AT LARGE
SHELBY COUNTY, TENN.
My Comm. Exp. April 29, 2008

STATE OF Tennessee

COUNTY OF Shelby

Personally appeared before me, Brenda L. Knight, a Notary Public in and for said State and County duly commissioned and qualified, Kenneth Cox, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the S.V.P. of Jernigan Property Group, LLC (the "Constituent"), the sole member of JPG Nashville, LLC, the sole general partner of JPG Murfreesboro Rd, II, L.P., a Delaware limited partnership (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 11th day of January, 2006.

Brenda L. Knight
Notary Public

My Commission Expires:
April 29, 2008

AFFIDAVIT OF VALUE

I, or we, 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 ~~$3,850,000.00~~ *$9,200,000.00 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 this 11th day of January, 2006.

Brenda L. Knight
Notary Public

My Commission Expires: April 29, 2008

BRENDA L. KNIGHT
NOTARY PUBLIC AT LARGE
SHELBY COUNTY, TENN.
My Comm. Exp. April 29, 2008

EXHIBIT A

LEGAL DESCRIPTION

TRACT 1:

Being a tract of land in the Sixth (6th) Civil District of Davidson County, Tennessee, described according to a survey of Stanford and Associates, Inc., dated March 7, 1979, and described as follows:

Beginning at a point in the westerly margin of Trousdale Drive, 461.3 feet, more or less, north of the northeast corner of Lot 248, Crieve Hall Estates, Section 3, Plat Book 2133, page 59; thence leaving Trousdale Drive, North 86 deg. 07 min. 30 sec. West 210.00 feet to a point; thence North 03 deg. 52 min. 30 sec. 125.00 feet to a point; thence South 86 deg. 07 min. 30 sec. East 210.00 feet to point in the westerly margin of Trousdale Drive; thence with the margin of same, South 03 deg. 52 min. 30 sec. West 125.00 feet to the point of beginning.

TRACT II:

Land in Davidson County, Tennessee, being Lot No. 3, on the Plan of Dorothy R. Norton Property, as shown on plat of record in Plat Book 6250, page 273, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

TRACT III:

Land in Davidson County, Tennessee, being Lot No. 4, on the Plan of Dorothy R. Norton Property, as shown on plat of record in Plat Book 6250, page 273, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Together with easement for ingress and egress appurtenant thereto as set forth in Book 8002, page 65, Register's Office for Davidson County, Tennessee.

Together with reciprocal joint easements for ingress, egress and maintenance as set forth in Book 7736, page 361, re-recorded in Book 7747, page 434, Register's Office for Davidson County, Tennessee.

Together with the easements benefiting the land contained in the Declaration of Covenants, Conditions & Restrictions of record in Book 6520, page 828, said Register's Office, as amended by Amended and Restated Declaration of Covenants, Conditions & Restrictions of record in Book 6625, page 506, said Register's Office.

Being the same property conveyed to JPG Trousdale Avenue, L.P., a Delaware limited partnership by virtue of Corrective Deed from SUSA-TN, LLC, a Tennessee limited liability company, dated September 27, 2004, recorded November 04, 2004, in Instrument No. 20041104-0133339, in the Register's Office for Davidson County, Tennessee Records.