(*) THIS INSTRUMENT IS BEING RE-RECORDED TO CORRECT A CERTAIN TRACT OR PARCEL OF LAND IN "DAVIDSON" COUNTY, TN.

RETURN TO:
WEISS & WEISS, ATTORNEYS AT LAW
761 Old Hickory Blvd., Ste. 301
Brentwood, TN 37027
#06-04-023-D

FILE BOX 19B
MAP & PARCELS
092-12-0-310.00

Davidson County DEEDWARR
Recvd: 09/20/06 13:08 2 pgs
Fees:12.00 Taxes:0.00
20060920-0116529

Davidson County DEEDWARR
Recvd: 04/28/06 15:17 2 pgs
Fees:13.00 Taxes:3145.00
20060428-0049119

STATE OF TENNESEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $850,000.00.

Affiant

Subscribed and sworn to before me this the 24th day of APRIL 2006.

NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires: 3/31/07

Notary Public

THIS INSTRUMENT PREPARED BY: WEISS & WEISS, ATTORNEYS AT LAW
761 OLD HICKORY BOULEVARD, SUITE 301, BRENTWOOD, TENNESSEE 37027

ADDRESS NEW OWNER(S) AS FOLLOWS:
THE 4-J L.P.
1630 Church Street Alley
Nashville, TN 37203

SEND TAX BILLS TO:
"NEW OWNER"

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 other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, **MICHAEL D. SHMERLING PARTNERS, G.P., A TENNESSEE GENERAL PARTNERSHIP**, hereinafter called the **"Grantors"**, has bargained and sold, and by these presents does transfer and convey unto **THE 4-J L.P., A TENNESSEE LIMITED PARTNERSHIP**, hereinafter called the **"Grantee"**, its successors and assigns, a certain tract or parcel of land in ~~Lawrence~~ (*) Davidson County, Tennessee, described as follows, to-wit:

TRACT I: LAND in the 3rd, formerly the 9th, Ward of the City of Nashville, Davidson County, Tennessee, being Lot No. 342 on the Plan of John Boyd's Home place as of record in Book 21, Page 39, Register's Office for Davidson County, Tennessee, to which map reference is hereby made for a more complete and accurate description thereof.

BEING the same property conveyed to Michael D. Shmerling & Co., LLC, a Tenenssee Limited Liability Company (A/K/A Michael D. Shmerling & Company, LLC), by deed from LAVERNE FLOYD, A MARRIED PERSON of record in Book 10278, Page 222, said Register's Office for Davidson County, Tennessee. The said Michael D. Shmerling & Company, LLC, having been succeeded by merger into MICHAEL D. SHMERLING PARTNERS, G.P., A TENNESSEE GENERAL PARTNERSHIP. (Michael D. Shmerling & Co., LLC, and Michael D. Shmerling & Company, LLC, being one and the same entity.)

TRACT II: LAND in Nashville, Davidson County, Tennessee, being Lot No. 341 and part of Lot No. 340 on the Plan of John Boyd Home Place, as of record in Plat Book 21, Page 39, Register's Office for Davidson County, Tennessee, and more particularly described according to property surveys by Patrick S. Coode, Registered Land Surveyor No. 855, dated November 27, 1996 and October 18, 1999, as follows:

BEGINNING in the westerly right-of-way of Church Street at a point located northeasterly and 195.1 feet from the Northwest intersection of said Church Street and Seventeenth Avenue North, said point further described as 5 feet southwest of the original line of Lots 340 and 341 of the above referenced plan; thence, leaving Church Street North 40° 04' 31" West, 162.50 feet to an iron pin at the easterly side of a 16 foot alley; thence, along said alley North 50° 01' 00" East, 54.93 feet to an iron pin; thence, leaving said alley South 40° 06' 06" East, 162.50 feet to the westerly right-of-way of Church Street; thence, along said Church Street South 50° 00' 59" West, 55.00 feet to the point of BEGINNING.

BEING the same property conveyed to Michael D. Shmerling & Co., LLC, a Tennessee Limited Liability Company (A/K/A Michael D. Shmerling & Company, LLC), by deed from NASHVILLE MEDICAL ELECTRONICS, INC., A TENNESSEE CORPORATION of record in Instrument No. 19991216-0304012, Register's Office for Davidson County, Tennessee. The said Michael D. Shmerling & Company, LLC, having been succeeded by merger into MICHAEL D. SHMERLING PARTNERS, G.P., A TENNESSEE GENERAL PARTNERSHIP. (Michael D. Shmerling & Co., LLC, and Michael D. Shmerling & Company, LLC, being one and the same entity.)

"The subject property conveyed herein may not be sold, leased and/or used at any time for any "Adult Only" type of use, said restricted use to include, but shall not be limited to the sale and/or rental of sexually explicit adult publications; sale and/or rental of sexually explicit adult video recordings; sale and/or rental of use associated with the promotion of illicit sexual behavior. The Grantor and Grantee hereby agree that said restriction shall constitute a restriction running with the title to the subject property and may be enforced by the grantor and/or its successors and assigns."

Grantor covenants and binds itself, its representatives, successors and assigns, to warrant specifically and forever defend the title to the said real estate to Grantee, his/hers/their heirs and/or assigns, against the lawful claims of all persons claiming through and/or under the Grantor.

IN WITNESS WHEREOF, the Grantors has caused its name to be affixed hereto, by its duly authorized officer, on this 24th day of APRIL, 2006.

MICHAEL D. SHMERLING PARTNERS, G.P.,
A TENNESSEE GENERAL PARTNERSHIP

By: _____
MICHAEL D. SHMERLING, MANAGING CHIEF MANAGER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public, within and for the State and County aforesaid, personally appeared **MICHAEL D. SHMERLING,** with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon his oath, acknowledge himself to be the MANAGING CHIEF MANAGER of **MICHAEL D. SHMERLING PARTNERS, G.P., A TENNESSEE GENERAL PARTNERSHIP,** the within named bargainor, and that he as such Managing Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership.

Witness my hand and official seal at Brentwood, Tennessee, this 24th day of April, 2006.

My Commission Expires: ~~3/31/07~~ 11/25/06

_____
Notary Public