Davidson County DEEDWARR
Recvd: 11/03/06 14:56 3 pgs
Fees:18.00 Taxes:832.50
20061103-0137211

PREPARED BY:
COMMONWEALTH TITLE AGENCY OF NASHVILLE, INC.
333 GALLATIN ROAD SOUTH
MADISON, TN 37115

SPECIAL WARRANTY DEED

THIS INDENTURE is made and entered into this 25th day of May, 2006, between WAL-MART STORES EAST, L.P., A DELAWARE LIMITED PARTNERSHIP, hereinafter called GRANTOR, and HOWARD CLAUDE, A MARRIED MAN, hereinafter called GRANTEE.

W I T N E S S E T H: That for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, WAL-MART STORES EAST, L.P., A DELAWARE LIMITED PARTNERSHIP, hereinafter referred to as Grantor, does hereby bargain, sell, transfer and convey unto HOWARD CLAUDE, A MARRIED MAN, hereinafter referred to as Grantee, his successors, heirs and assigns, in and to certain real property located in DAVIDSON County, Tennessee, being more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference, together with all right, title and interest of Grantor in and to any easements and rights-of-way adjoining or abutting said real estate and any covenants and other rights appurtenant thereto (the "Property"). This conveyance of the "Property" and all covenants and warranties contained herein, are made expressly subject to the exceptions and other matters set forth in Exhibit "B", which is attached hereto and incorporated herein by reference.

This is unimproved property known as LOT 3, NOLENSVILLE PIKE, NASHVILLE, TN.

TO HAVE AND TO HOLD said land with the appurtenances, hereditaments, estate, title and interest unto Grantee, his respective successors, heirs and assigns forever. The Grantor hereby covenants and agrees with the said Grantee that Grantor is lawfully seized and possessed of the said real estate and that Grantor has a good and lawful right to sell the same. The Grantor further covenants that the same is unencumbered except as otherwise set forth in Exhibit "B".

The said Grantor hereby covenants that said Grantor shall and will WARRANT AND DEFEND the title to the premises unto the said Grantee, his successors, heirs and assigns FOREVER against the lawful claims of all persons claiming by, through or under the Grantor, BUT NOT OTHERWISE.

No representations or warranties of any kind have been made by Grantor or anyone on its behalf to the Grantee as to the condition of the Property described herein or any improvements thereon erected, if any, and it is understood and agreed by the parties that the Property is sold "AS IS WHERE IS - WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED."

Grantor makes no warranty or representation regarding the condition of the Property, including, without limitation, environmental or ecological condition, it being understood that the Grantee is taking the Property "AS IS, WHERE IS - WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED."

Without limiting the foregoing, Grantee hereby covenants and agrees that Grantee accepts the property "AS IS" and "WHERE IS", and with all faults and defects, latent or otherwise, and that Grantor is making no representations or warranties, either expressed or implied, by operation of law or otherwise, with repect to the quality, physical conditions or value of the Property, the Property's habitability, suitability, merchantability or fitness for a particular purpose, the presence or absence of conditions on the Property that could give rise to a claim for personal injury, property or natural resource damages, the presence of hazardous or toxic substances, materials or wastes, substances, contaminants or pollutants on, under or about the Property, or the income or expenses from or of the Property.

WITNESS the hand and seal of Grantor's duly authorized official on the day and year first above written.

Approved as to legal terms only
by
WAL-MART LEGAL DEPT.
Date: 5/25/06

WAL-MART STORES EAST, L.P., a Delaware limited partnership, by
WSE MANAGEMENT, LLC, a Delaware limited liability company
and general partner

BY: John Clarke
Signature of Seller Assistant Vice President

CORPORATE
STATE OF Arkansas)
COUNTY OF Benton)

Personally appeared before me, the undersigned Notary Public of the aforesaid County and State, John Clarke, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be Asst. Vice President of WSE MANAGEMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, the within named bargainor, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the LIMITED LIABILITY COMPANY by himself as John Clarke.

Witness my hand, at office, in Bentonville AR, Benton County, this 25, day of May, 2006.

Kimberly D. Johnson
Notary Public

My Commission Expires: 7/21/2013

Kimberly D. Johnson
County Of Benton
Notary Public - Arkansas
My Commission Exp. 07/21/2013

Name and Address of Property Owner:

HOWARD M. CLAUDE, A MARRIED MAN
6210 Nolensville Rd
Nashville, Tn 37211

Property Address:
Lot 3
~~OUTPARCEL 3,~~ NOLENSVILLE PIKE, NASHVILLE, TN

Person Responsible for Taxes:

SAME

Map & Parcel #: MAP 161-00-0 P/O parcel 103

AFFIDAVIT OF VALUE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater is $225,000.00, and the amount is equal to, or greater than, the amount which the property, or interest in property transferred, would command at a fair and voluntary sale.

Affiant

Sworn to and subscribed before me, a Notary Public, this 30 day of May, 2006.

Notary Public

KRISTIE S. TAYLOR NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENNESSEE

My Commission Expires: 07-29-06

Exhibit A

Lot 3 as shown on the Final Plat of Wal-Mart Nashville South of record as Instrument 20060808-0097205 in the Register's Office of Davidson County, Tennessee, a copy of which is attached hereto as more fully described as follows:

Being a proposed parcel of land located in the 31st Councilmanic District of Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a point on the eastern right-of-way of Nolensville Pike, said point located approximately 1,397 feet, in a southerly direction from the intersection of Nolensville Pike and Old Hickory Boulevard, being the TRUE POINT OF BEGINNING of the herein
described property;

Thence, leaving the said eastern right-of-way of Nolensville Pike, South 77 Degrees 11 Minutes 39 Seconds East, a distance of 352.25 feet;

Thence, South 27 Degrees 56 Minutes 41 Seconds West, a distance of 130.82 feet;

Thence, South 36 Degrees 28 Minutes 14 Seconds West, a distance of 26.57 feet to the northeast corner of proposed Lot 4;

Thence, with said Lot 4 North 77 Degrees 11 Minutes 39 Seconds West, a distance of 266.73 feet to the said eastern right-of-way of Nolensville Pike;

Thence, with the said right-of-way with a curve to the left, said curve having an radius of 4333.25 feet, with an arc of 156.02 feet, and a chord bearing and distance of North 02 Degrees 18 Minutes 45 Seconds West, a distance of 156.01 feet to the TRUE POINT OF BEGINNING.

The proposed parcel of land thus described contains 46,797 square feet or 1.07 acres, more or less.

The above description was prepared by Kenneth A. Bau, Tennessee Registered Land Surveyor #2019, Referencing a survey by Gresham, Smith and Partners, Dated September 07, 2004.

Being a portion of the same property conveyed to Wal-Mart Stores East, L.P., a Delaware limited partnership, by Special Warranty Deed from Holly Rader and husband, Tom Rader, of record in Instrument No. 20050829-0074591, Register's Office for Davidson County, Tennessee, by Special Warranty Deed from Dennis W. Brandon, a married man, of record in Instrument No. 20050808-0093153, by Special Warranty Deed from Peter Tolliver, Jr., and Yvonne Tolliver, husband and wife, of record in Instrument No. 20050808-0093155, by Special Warranty Deed from Marion Watkins, unmarried, of record in Instrument No. 20050808-0093156, by Special Warranty Deed from Deborah June Tolliver Whittaker, unmarried, of record in Instrument No. 20050808-0093157, by Special Warranty Deed from A Storage Inn of Nashville, A Tennessee general partnership, of record in Instrument No. 20050808-0093158, by Special Warranty Deed from Clyde W. Cain and Armelda Cain, husband and wife, of record in Instrument No. 20050808-0093159, by Special Warranty Deed from Armelda Comer-Cain, a married woman, and Theresa J. Comer, unmarried, of record in Instrument No. 20050808-0093160, by Special Warranty Deed from M.R. Bess, unmarried, of record in Instrument No. 20050808-0093162, and by Special Warranty Deed from Howard Claude, a married man, of record in Instrument No. 20051201-0144240, said Register's Office, and by Quitclaim Deed from Holly Rader and husband, Tom Rader, Howard Claude and wife, Patsy R. Claude, A Storage Inn of Nashville, M.R. Bess, Marion Watkins, unmarried, Peter Tolliver, Jr., and wife, Yvonne Tolliver, Deborah June Tolliver Whittaker, Dennis W. Brandon, Clyde W. Cain and wife, Armelda Cain, Theresa J. Comer and Armelda Comer-Cain, of record in Instrument No. 20051201-0144241, said Register's Office.

EXHIBIT 'B'

1. All REAL PROPERTY taxes for the year 2007 and subsequent years, A LIEN, not yet due and payable (MAP _____).

2. Any and all matters with regard to the herein described tract of land appearing of record in the Register's Office for Davidson County, Tennessee.