Davidson County DEEDWARR
Recvd: 08/30/07 10:24 6 pgs
Fees:33.00 Taxes:6660.00
20070830-0104256

This Instrument Was Prepared By:
BAKER, CAMPBELL & PARSONS
Attorneys At Law
200 Fourth Avenue North, Suite 1000
Nashville, TN 37219

Address New Owner As:	**Send Tax Bills To:**	**Map & Parcel Number:**
126 2nd Avenue North, LLC P.O. Box 680245 Marietta, GA 30068	126 2nd Avenue North, LLC P.O Box 331127 Nashville, TN 37203	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, **OUT ON A WHIM, INC.**, an Alabama corporation (hereinafter referred to as the "Grantor"), has bargained and sold, and by these presents does transfer and convey unto **126 2nd AVENUE NORTH, LLC,** a Tennessee limited liability company (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 heirs, 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 that 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 29th day of August, 2007.

OUT ON A WHIM, INC.,
an Alabama corporation

By: _____
Donna L. Shanahan, President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $1,800,000.00.

Affiant

Subscribed and sworn to before me, this the 29th day of August, 2007.

Notary Public For The State Of Tennessee
My Commission Expires: JANUARY 23, 2010

LEE ANN CAMPBELL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Donna L. Shanahan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and upon oath acknowledged herself to be the President of Out On A Whim, an Alabama corporation, the within named bargainor, and that she, as such officer, being authorized to do so, executed the within instrument for the purposes therein contained, by signing the name of the corporation as such officer.

WITNESS my hand and seal, this 29th day of August, 2007.

Notary Public For The State Of Tennessee
My Commission Expires: JANUARY 23, 2010

LEE ANN CAMPBELL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Exhibit A

Legal Description

A TRACT OF LAND IN THE 6th COUNCILMANIC DISTRICT OF METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE. BEING A PART OF LOT NO. 14 AS SHOWN ON THE ORIGINAL TOWN OF NASHVILLE (NOT OF RECORD). SAID PROPERTY BEING KNOWN AS 126 2nd AVENUE NORTH (IMPROVED PROPERTY) AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO A BOUNDARY SURVEY BY: ADVANTAGE LAND SURVEYING-AND CERTIFIED BY: WILLIAM B. PERKINS R.L.S. 2163-DATED: AUGUST 21, 2007, AS FOLLOWS:

BEGINNING AT A CHISELED "X" MARK AT THE BACK OF THE SIDEWALK, AT THE FACE OF TWO EXISTING BUILDINGS ON THE EAST RIGHT-OF-WAY LINE OF SECOND AVENUE NORTH, THAT IS 277.35 FEET NORTHWEST OF THE INTERSECTION OF SAID RIGHT-OF-WAY LINE AND THE NORTH RIGHT-OF-WAY LINE OF BROADWAY. SAID CHISELED "X" BEING THE NORTHWESTERLY PROPERTY CORNER OF A TRACT OF LAND AS DEEDED TO REAL ENTERTAINMENT VENTURES, INC., AS OF RECORD IN DEED BOOK 10639, PAGE 739, R.O.D.C., TENNESSEE; THENCE,

1. WITH THE EAST RIGHT-OF-WAY LINE OF SECOND AVENUE NORTH, N 26° 52'12" W 24.20 FEET TO A CHISELED "X" AT THE BACK OF THE SIDEWALK, AT THE FACE OF TWO EXISTING BUILDINGS. SAID CHISELED BEING THE SOUTHWESTERLY PROPERTY CORNER OF A TRACT OF LAND AS DEEDED TO DEVILLE CORPORATION AS OF RECORD IN INSTRUMENT #20051115-01138110, R.O.D.C., TENNESSEE; THENCE,

2. LEAVING SAID EAST RIGHT-OF-WAY LINE OF SECOND AVENUE NORTH, WITH THE SOUTHERLY PROPERTY LINE OF THE DEVILLE CORPORATION TRACT, BEING A COMMON BUILDING WALL, N 62° 34' 24'' E 210.06 FEET TO A CHISELED "X" AT THE BACK OF THE SIDEWALK ON THE WESTERLY RIGHT-OF-WAY LINE OF FIRST AVENUE NORTH. SAID CHISELED "X" BEING THE SOUTHEASTERLY PROPERTY CORNER OF THE AFOREMENTIONED DEVILLE CORPORATION TRACT; THENCE,

3. WITH THE WEST RIGHT-OF-WAY LINE OF FIRST AVENUE NORTH, S 27° 09' 07" E 25.42 FEET TO A CHISELED "X" AT THE BACK OF THE SIDEWALK, AT THE FACE OF TWO EXISTING BUILDINGS. SAID CHISELED "X" BEING THE NORTHEASTERLY PROPERTY CORNER OF THE AFOREMENTIONED REAL ENTERTAINMENT VENTURES, INC. TRACT; THENCE,

4. LEAVING SAID WEST RIGHT-OF-WAY LINE OF FIRST AVENUE NORTH, WITH THE NORTHERLY PROPERTY LINE OF THE REAL ENTERTAINMENT VENTURES, INC., TRACT, BEING A COMMON BUILDING WALL, S 62° 54' 19" W 210.18 FEET TO THE POINT OF BEGINNING AND CONTAINING 5,213 SQUARE FEET OR 0.120

OF AN ACRE MORE OR LESS AS CALCULATED BY THE ABOVE BEARINGS AND DISTANCES WHICH WERE DETERMINED WITHIN THE PRECISION REQUIREMENTS OF A CATEGORY "I" SURVEY AS PER THE CURRENT REQUIREMENTS AS SET FORTH BY THE BOARD OF LAND SURVEYORS FOR THE STATE OF TENNESSEE.

BEING THE SAME PROPERTY CONVEYED TO OUT ON A WHIM, INC., BY DEED FROM DEMOSS PARTNERS, L.P., OF RECORD AS INSTRUMENT NO. 20051108-0135219, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THIS IS IMPROVED PROPERTY KNOWN AS 126 SECOND AVENUE NORTH, NASHVILLE, TENNESSEE 37201.

Exhibit B

Permitted Encumbrances

1. Taxes for the year 2007, a lien, which are not yet due and payable. Tax Parcel No. 93-6-2/80.

2. Party wall(s) situated partly on the property and partly on adjoining properties and the terms and provisions of the Agreement relating to the use and maintenance thereof recorded in Book 1021, Page 669, Register's Office for Davidson County, Tennessee.

3. All matters shown on the unrecorded Category I Survey of the property prepared by William B. Perkins, RLS No. 2163 of Advantage Land Surveying dated August 23, 2007, and Identified by Job No. 2007-067.