Davidson County DEEDWARR
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Fees:28.00 Taxes:7193.55

20071220-0146296

# SPECIAL WARRANTY DEED

Prepared By:
Vicki Papanikolaou
King & Spalding LLP
1180 Peachtree Street, N.E.
Atlanta, Georgia 30309-3521

When Recorded Please Return to:
First American Title Insurance Company
30 N. LaSalle Street, 3rd Floor
Chicago, IL 60602
Attention: Paul Liszewski

Address for New Owner:
**INLAND AMERICAN ST PORTFOLIO, L.L.C.**
2901 Butterfield Road
Oak Brook, Illinois 60523
Attention: Chief Financial Officer

Name and Address of Person or Entity Responsible for Payment of Real Estate Taxes:
SunTrust Corporate Real Estate Asset Manager
919 East Main Street, 14th Floor
Richmond VA 23219
804-782-5991

Map-Parcel Number:
See **Exhibit A**, attached hereto and incorporated herein by this reference

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STATE OF ~~TENNESSEE~~ ILLINOIS )
COUNTY OF ~~DAVIDSON~~ DUPAGE )

The actual consideration or value, whichever is greater, for this transfer is One Million Nine Hundred Forty-Four Thousand Two Hundred One and 61/100 Dollars ($1,944,201.61).

Affiant — Marcia L. Grant, Assistant Secretary

SUBSCRIBED AND SWORN TO before me, this the 3rd day of December, 2007.

Notary Public

My Commission Expires: 12/14/08

OFFICIAL SEAL
ALICIA M GAWEL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/14/08

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C 227
Portfolio 1, Pool 5
Davidson County
TN00181

THIS INDENTURE, made and entered into as of December 10, 2007, by and between **SUNTRUST BANK,** a Georgia banking corporation f/k/a Third National Bank in Nashville, having an office address of 303 Peachtree Center Avenue, 6th Floor, Suite 670, Atlanta, Georgia 30303 (hereinafter referred to as "Grantor"), and **INLAND AMERICAN ST PORTFOLIO, L.L.C.**, a Delaware limited liability company, having an office address of 2901 Butterfield Road, Oak Brook, Illinois 60523 (hereinafter referred to as "Grantee"; the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors, and assigns where the context requires or permits);

**WITNESSETH:** That for and in consideration of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Grantor has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee all of Grantor's right, title and interest in and to that certain parcel of land located in Davidson County, Tennessee and legally described in **Exhibit A** attached hereto and incorporated herein by this reference, together with all buildings, improvements and fixtures located thereon and owned by Grantor as of the date hereof and all right, title and interest, if any, that Grantor may have in and to all rights, privileges and appurtenances pertaining thereto including all of Grantor's right, title and interest, if any, in and to all rights-of-way, open or proposed streets, alleys, easements, strips or gores of land adjacent thereto (herein collectively called the "Real Property").

The Real Property is improved property having an address of: 1605 21st Avenue South, Nashville, TN.

This conveyance is made by Grantor and accepted by Grantee subject to all covenants, conditions, restrictions, and other matters of record in the office of the Register of Deeds for Davidson County, Tennessee, and all unpaid taxes and assessments, known or unknown (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Real Property together with all improvements located thereon all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions, unto Grantee, its legal representatives, successors and assigns forever.

Grantor does hereby bind itself, its legal representatives, successors and assigns, to WARRANT and FOREVER DEFEND all and singular the Real Property unto the Grantee, its legal representatives, successors and assigns, against Grantor and every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions.

Notwithstanding anything to the contrary herein, the Real Property does not include, and Grantor hereby retains and reserves, and does not convey to Grantee the following (collectively, the "Excluded Items") whether or not any such item constitutes real property or an interest in real property under applicable law: all trade fixtures, equipment, furniture, furnishings, supplies, records, documents, cash, coin, and other items of moveable personal property relating to the operation of Grantor's business, including, without limitation, all safe deposit boxes, modular vaults, vault doors, safes, Grantor identification signage, automated teller machines ("ATM")

connected to or located within the improvements or situated as freestanding structures on any Real Property, and ATM equipment, telecommunication equipment, security systems and equipment, satellite dishes and antennas, computers, computer terminals and computer equipment, and any office equipment (whether leased or owned) located in the improvements. "Excluded Items" does not include, and Grantor by this Deed conveys to Grantee, all heating, ventilation and air conditioning systems, elevators, plumbing and plumbing fixtures, and other mechanical and electrical equipment or fixtures which are necessary for the proper functioning of a building (as opposed to equipment and fixtures which serve the business conducted in the improvements, including branch banks or banking offices).

This Deed may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

***[Remainder of page intentionally left blank]***

**IN WITNESS WHEREOF**, the said Grantor has caused this instrument to be executed by and through its duly authorized officer the day and year first above written.

GRANTOR:

SUNTRUST BANK,
a Georgia banking corporation

By: _____
Douglas K. Sinclair
Senior Vice President

**ACKNOWLEDGMENT**

**STATE OF GEORGIA**

**COUNTY OF FULTON**

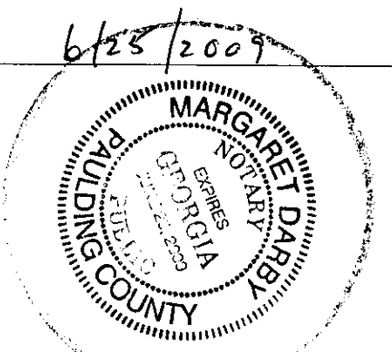
Personally appeared before me, the undersigned authority, a Notary Public for the State of Georgia at large, Douglas K. Sinclair, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Senior Vice President of SunTrust Bank, a Georgia banking corporation, and that he as such Senior Vice President of the corporation, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Douglas K. Sinclair, as the Senior Vice President of SunTrust Bank.

WITNESS my hand and official seal at office, this 3rd day of December, 2007.

Margaret Darby
Notary Public

My commission expires:

6/25/2009




Notary Seal present,
but could not be reproduced.



Portfolio 1, Pool 5
Davidson County
TN00181

Bill Garrett
Davidson County Register of Deeds

TN00181
NCS #388337
Hillsboro Village Branch
Davidson County, TN

**EXHIBIT A**

Real property in the City of Nashville, County of Davidson, State of Tennessee, described as follows:

Land in Davidson County, Tennessee being Lot 1 on the Resubdivision of Lots Nos. 7 & 8 and part of Lot No. 6 on the Map of Waddey's Resubdivision of the S.R. Sanford Property as of record in Book 4350, Page 92, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Third National Bank in Nashville in Warranty Deed of record in Book 4362, Page 846, Register's Office for Davidson County, Tennessee.

Parcel Id #10408008600

Approved 10/25/07