Prepared By:
Ronald I. Feldman, Esquire
Husch Blackwell Sanders LLP
736 Georgia Avenue, Suite 300
Chattanooga, Tennessee 37402

Return to:
Zonia N. Veal
First National Financial Title Services, Inc.
3237 Satellite Blvd, Bldg 300, Suite 450
Duluth, GA 30096
File No. HS261-D

New Owner:	Send Tax Bills To:	Map Parcel No.:
CC Acquisitions, LP c/o New York Life Insurance Company 51 Madison Avenue, Suite 907 New York, New York 10010 Attn: Corporate Vice President of Asset Management	Same	14200031100

BILL GARRETT, Davidson County
Trans:T20090035279 DEEDWARR
Recvd: 05/29/09 08:42 10 pgs
Fees:53.00 Taxes:9042.76
20090529-0049265

SPECIAL WARRANTY DEED

Kerry A. Berman, not in his individual capacity but solely as Individual Trustee of CCI Trust 1994-I, a Delaware statutory trust (formerly a Delaware business trust), as successor to Lloyd R. Draper (sometimes known as Lloyd Draper), not in his individual capacity but solely as Individual Trustee of CCI Trust 1994-I, a Delaware statutory trust (formerly a Delaware business trust) (hereinafter called "Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration paid to Grantor by **CC Acquisitions, LP, a Delaware limited partnership** (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN and DELIVER to Grantee the real property described in Exhibit A attached hereto and made a part hereof, together with all buildings and other improvements situated thereon, all fixtures and other property affixed thereto and all right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way, subject to the encumbrances described in Exhibit B attached hereto and made a part hereof (hereinafter called the "Permitted Encumbrances").

TO HAVE AND TO HOLD the herein described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, in fee simple forever.

Reference is hereby made to that certain Deed of Trust and Security Agreement, dated as of November 10, 1994 (the "Deed of Trust"), from Grantor to Joseph B. Pitt, Jr., Trustee, recorded November 14, 1994 in Book 9519, Page 794 in the Register's Office of Davidson County, Tennessee covering the property conveyed hereby (hereinafter called the "Property") and that certain (a) Class A-1 Deed of Trust Note, dated November 10, 1994, in the original principal amount of $1,332,103.63 from Borrower to McDonald Mortgage Pass-Through Corporation, an Ohio corporation ("McDonald"), (b) Class A-2 Deed of Trust Note, dated November 10, 1994, in the original principal amount of $2,144,708.29 from Borrower to McDonald and (c) Class A-3 Deed of Trust Note, dated November 10, 1994, in the original principal amount of $13.32 from Borrower to McDonald (the documents described in the foregoing clauses (a)-(c), collectively, the "Note"), said Note and Deed of Trust having been assigned to Manufacturers and Traders Trust Company, as Trustee ("M&T") under the Pooling

and Servicing Agreement dated as of November 10, 1994, between McDonald, as depositor, and Manufacturers and Traders Trust Company, as Trustee, relating to McDonald Mortgage Pass-Through Corporation Mortgage Pass-Through Certificates Series 1994-1 (the "Pooling Agreement") by Note and Deed of Trust Assignment dated as of November 10, 1994, recorded November 14, 1994, in Book 9519, Page 861, Register's Office of Davidson County, Tennessee, and said Note and Mortgage having been assigned by M&T to Grantee by Note and Deed of Trust Assignment dated of even date herewith, recorded in the Register's Office of Davidson County, Tennessee.

Grantor, for itself and for its successors and assigns, does hereby covenant and agree to and with Grantee, that Grantor is lawfully seized and possessed of the Property; that it has full power and lawful authority to sell and convey the same; and that Grantor will forever warrant and defend title to the Property against the claims of all persons claiming by, through or under Grantor, but not further or otherwise, subject however to the Permitted Encumbrances.

This conveyance is not intended as a deed of trust, mortgage, trust conveyance or other security agreement of any nature whatsoever. Grantor has no further interest (including without limitation any rights of redemption) or claims in and to the Property or to the rents, issues or profits and other proceeds that may be derived therefrom of any kind whatsoever.

Grantor declares that this conveyance is freely and fairly made. This Deed, and the conveyance made hereby, is being executed, delivered and accepted in lieu of foreclosure, and the same shall be interpreted and construed the same as a foreclosure of the Deed of Trust and as an absolute conveyance to Grantee of the Property, including without limitation any equity or rights of redemption of Grantor therein or thereto. The consideration for this Deed, in addition to that set forth above, is the covenant and agreement of Grantee not to sue Grantor for (a) any amounts due under the Note and (b) all other debts, obligations and charges under the Note and Deed of Trust; provided that Grantor shall still be personally liable for any obligations expressly surviving foreclosure, deed in lieu or termination of the Mortgage pursuant to the terms of the Note and Mortgage.

Notwithstanding any provision to the contrary, the lien of the Deed of Trust is not released or relinquished in any manner or respect whatsoever, which lien shall remain valid and continuous and in full force and effect, unless and until released by written instrument (hereinafter called the "Release") executed by Grantee, or its successors and assigns, and recorded in the Register's Office of Davidson County, Tennessee, which Release may be made at such time as Grantee, or its successors and assigns, shall determine in the exercise of its sole discretion. The loan evidenced by the Note shall continue to constitute a bona fide nonrecourse obligation secured by the Deed of Trust in accordance with the terms of the Note and the Deed of Trust.

Neither Grantee nor Grantor intends that there be, and there shall not in any event be, a merger of the lien of the Deed of Trust with the title or other interest of Grantee in the Property by virtue of the conveyance evidenced by this Deed, and the parties hereto expressly agree that the lien of the Deed of Trust on the one hand and title to the Property on the other shall be and remain at all times separate and distinct.

For purposes of priority as between (i) intervening or inferior liens and encumbrances, if any, on or against the Property, and (ii) the lien of the Deed of Trust, any and all rights of

Grantee to exercise its remedies of foreclosure by private power of sale pursuant to nonjudicial foreclosure or by judicial foreclosure of the lien of the Deed of Trust or any other remedies are expressly preserved hereby.

The priority of the lien of the Deed of Trust is intended to be and shall remain in full force and effect and nothing herein or in any instruments executed in connection herewith shall be construed to subordinate the priority of the lien of the Deed of Trust to any other liens or encumbrances whatsoever.

IN WITNESS WHEREOF, this Deed is executed by Grantor on the date of its acknowledgment set forth below to be effective as of the 20 day of May, 2009.

Kerry A. Berman, not in his individual capacity but solely as Individual Trustee of CCI Trust 1994-I, a Delaware statutory trust (formerly a Delaware business trust), as successor to Lloyd R. Draper (sometimes known as Lloyd Draper), not in his individual capacity but solely as Individual Trustee of CCI Trust 1994-I, a Delaware statutory trust (formerly a Delaware business trust)

By: _____
Kerry A. Berman

STATE OF NEW YORK)

COUNTY OF NEW YORK)

Before me, a Notary Public, of the state and county aforesaid, personally appeared Kerry A. Berman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Kerry A. Berman, not in his individual capacity but solely as Individual Trustee of CCI Trust 1994-I, a Delaware statutory trust (formerly a Delaware business trust), as successor to Lloyd R. Draper (sometimes known as Lloyd Draper), not in his individual capacity but solely as Individual Trustee of CCI Trust 1994-I, a Delaware statutory trust (formerly a Delaware business trust), the within named bargainor, a Delaware statutory trust (formerly a Delaware business trust), and that he as such Individual Trustee, being authorized so to do, executed the foregoing instrument for the purpose therein contained by personally signing the name of the trust by himself as such trustee.

WITNESS my hand and seal at office in the City of New York, New York County, New York, this 13th day of May, 2009.

_____
Notary Public

My commission expires:

1/29/2011

[Affix Notarial Seal]

EILEEN A. DEVEREUX
Notary Public, State of New York
No. 01DE6054355
Qualified in Richmond County
Commission Expires January 29, 2011

STATE OF NEW YORK)

COUNTY OF NEW YORK)

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $2,443,990.25, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT = Grantee

CC ACQUISITIONS, LLC, a Delaware limited liability company

By: NYLIFE Real Estate Holdings, LLC, a Delaware limited liability company, its General Partner

By: _____
Daniel W. Davitt, President

Subscribed and sworn to before me, on

this 12 day of May, 2009.

_____
Notary Public

[Affix Notarial Seal]

My Commission Expires:

_____

Gabriel E. Walsh
Notary Public, State of New York
No. 01WA6009791
Qualified in New York County
Commission Expires Sept. 07, 2010

GABRIEL E. WALSH NOTARY PUBLIC STATE OF NEW YORK

EXHIBIT A

Parcel 1:

BEING a parcel of land in Nashville, First Civil District, Thirty-Fifth Councilmanic District, Davidson County, Tennessee, located on the easterly side of Coley Davis Road, south of U.S. Highway 70 South (Memphis Bristol Highway), being Lot No. 6 as shown on the Subdivision and PUD Boundary Plat, Resubdivision of Lots 3 and 4 Galleries at Bellevue, of record in Book 7900, page 534, Register's Office of Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at a point in the southerly line of Lot No. 2 Galleries at Bellevue, Book 7900, page 272, Register's Office for Davidson County, Tennessee, said point being South 45 degrees 46 minutes 19 seconds East, 35.12 feet from the southwesterly corner of said Lot No. 2;

THENCE leaving said line with a severance line, South 57 degrees 33 minutes 03 seconds West, 556.81 feet to a point in the easterly line of Bellevue Park;

THENCE with said easterly line the following calls: North 21 degrees 51 minutes 00 seconds West, 41.63 feet to a point; North 15 degrees 34 minutes 54 seconds West, 102.63 feet to a point; North 08 degrees 54 minutes 39 seconds West, 37.31 feet to a point;

THENCE leaving said line with a severance line, North 57 degrees 33 minutes 03 seconds East, 305.91 feet to a point;

THENCE continuing with said line, North 32 degrees 26 minutes 57 seconds West, 171.98 feet to a point in the easterly right of way line of Coley Davis Road;

THENCE with said line with a curve to the left, 168.13 feet to a point, said curve having a central angle of 23 degrees 34 minutes 42 seconds, a radius of 408.57 feet, a tangent of 85.27 feet and a chord of North 52 degrees 45 minutes 42 seconds East, 166.95 feet to a point;

THENCE leaving said line with a severance line of South 45 degrees 39 minutes 57 seconds East, 244.88 feet to a point;

THENCE continuing with said line, South 44 degrees 13 minutes 41 seconds West, 51.00 feet to a point;

THENCE continuing with said line and a portion of the southerly line of Lot No. 2 as shown on said plan of the Galleries at Bellevue, of record in Book 7900, page 272, said Register's Office, South 45 degrees 46 minutes 19 seconds East, 112.12 feet to the point of beginning, containing 124,979 square feet, or 2.87 acres, more or less.

Parcel 2:

TOGETHER WITH appurtenant easements established by (a) Joint Access and Utility Easement by and between The Bellevue Galleries, L.P., a Tennessee limited partnership, Service Merchandise Company, Inc., a Tennessee corporation, and Stewart F. Kresge, Trustee, of record

in Book 8293, page 3, said Register's Office; as amended by Amendment to Joint Access and Utility Easement, of record in Book 8323, page 82, and as further amended by Amendment to Accessory Agreement, of record in Book 8323, page 100, in said Register's Office; (b) Reciprocal Easement and Operation Agreement by and between The Bellevue Galleries, L..P., and Home Depot, U.S.A., Inc., of record in Book 8323, page 183, said Register's Office; as amended by Amendment to Reciprocal Easement and Operation Agreement, of record in Book 8394, page 993, and further amended by Memorandum of Agreement by and between The Bellevue Galleries, L.P., and Toys "R" Us, Inc., a Delaware corporation, of record in Book 8395, page 6, said Register's Office; as further amended by Second Amendment of Reciprocal Easement and Operation Agreement, of record in Book 9214, page 962, in said Register's Office; and (c) Reciprocal Easement, Maintenance, Indemnity and Restriction Agreement, of record in Book 9214, page 985, in said Register's Office.

The above described property was conveyed to Lloyd Draper, not in his individual capacity but solely as trustee of CCI Trust 1994 — I, a Delaware business trust, by Special Warranty Deed from Circuit City Stores, Inc., of record in Book 9519, page 782, Register's Office for Davidson County, Tennessee.

EXHIBIT B

Permitted Encumbrances

1. All taxes for the year 2009 and subsequent years, not yet due and payable.

2. Any lien, or right to a lien, arising from, through or under a contract with Circuit City for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

3. Plat recorded in Book 7900, Page 534, in the Register's Office Davidson County, Tennessee, shows 20' sewer easements, a 15' drainage easement, public utility easement and drainage easements, a 10' water line easement, which easements are as shown on that certain ALTA/ACSM Land Title Survey prepared by Barge, Waggoner Sumner and Cannon, dated August 8, 1994, last revised December 8, 1994 and designated as File No. 11510-10.

4. Easements for sewer line granted to Harpeth Valley Utilities District dated April 23, 1985, recorded October 3, 1985, of record in Book 6673, Page 43, in the Register's Office Davidson County, Tennessee, as shown on that certain ALTA/ACSM Land Title Survey prepared by Barge, Waggoner Sumner and Cannon, dated August 8, 1994, last revised December 8, 1994 and designated as File No. 11510-10.

5. Joint Access and Utility Easement by and between The Bellevue Galleries, L.P., a Tennessee limited Partnership, Service Merchandise Company, Inc., a Tennessee corporation, and Stewart F. Kresge, Trustee, dated February 11, 1991, recorded in Book 8293, Page 3, in the Register's Office Davidson County, Tennessee; as amended by Amendment to Joint Access and Utility Easement by and between The Bellevue Galleries, L.P., a Tennessee limited Partnership, Service Merchandise Company, Inc., a Tennessee corporation, and Stewart F. Kresge, Trustee, dated March 27, 1991, recorded in Book 8323, Page 82, in the Register's Office for Davidson County, Tennessee and as further amended by Amendment to Accessory Agreement by and between The Bellevue Galleries, L.P., a Tennessee limited Partnership, Service Merchandise Company, Inc., a Tennessee corporation, and Stewart F. Kresge, Trustee, dated March 27, 1991, recorded in Book 8323, Page 100, in the Register's Office Davidson County, Tennessee, as shown on that certain ALTA/ACSM Land Title Survey prepared by Barge, Waggoner Sumner and Cannon, dated August 8, 1994, last revised December 8, 1994 and designated as File No. 11510-10. (Applies to Easement Tracts Only)

6. Terms and Conditions as set forth in Reciprocal Easement and Operation Agreement by and between The Bellevue Galleries, L.P. and Home Depot, U.S.A., Inc., dated March 27, 1991, recorded April 3, 1991 in Book 8323, Page 183, in the Register's Office Davidson County, Tennessee; as amended by Amendment to Reciprocal Easement and Operation Agreement by and between The Bellevue Galleries, L.P., Home Depot, U.S.A., Inc., Toys "R" Us, Inc. and Sovran Bank/Tennessee, dated July 3, 1991, recorded in Book 8394, Page 993, in the Register's Office for Davidson County, Tennessee; and further amended by Memorandum of Agreement by and between The Bellevue Galleries, L.P., and Toys "R" Us, Inc., a Delaware corporation, dated July 3, 1991, recorded July 10, 1991 in Book 8395, Page 6, in the Register's Office Davidson County, Tennessee; as

further amended by Second Amendment of Reciprocal Easement and Operation Agreement by and between BMP-Bellevue L.P., formerly The Bellevue Galleries, L.P., Home Depot USA, Inc., Toys "R" Us, Taco Bell Corp., Circuit City Stores, Inc. and NationsBank of Tennessee, dated January 7, 1994, recorded in Book 9214, Page 962, in the Register's Office Davidson County, Tennessee, as further amended in Third Amendment to Reciprocal Easement and Operations Agreement by and between BMP-Bellevue L.P., formerly The Bellevue Galleries, L.P., Toys "R" Us, Taco Bell Corp., and Circuit City Stores, Inc., dated June 23, 1995, recorded in Book 9720, Page 53, in the Register's Office Davidson County, Tennessee, as affected by Easement and Agreement by and between Hickory I, LLC, CCI Trust 1994-I, Circuit City Stores, Inc. and Manufacturers and Traders Trust Company, dated July 13, 2007, recorded July 16, 2007 in Instrument No. 20070716-0084326, in the Register's Office Davidson County, Tennessee, as shown on that certain ALTA/ACSM Land Title Survey prepared by Barge, Waggoner Sumner and Cannon, dated August 8, 1994, last revised December 8, 1994 and designated as File No. 11510-10.

7. Terms and Conditions as set forth in Declaration of Restrictive Covenants by and between The Bellevue Galleries, L.P. and Taco Bell Corp., dated July 12, 1991, recorded in Book 8399, Page 90, in the Register's Office Davidson County, Tennessee.

8. Reciprocal Easement, Maintenance, Indemnity and Restriction Agreement, made by and between BMP-Bellevue L.P., and Circuit City Stores, Inc., dated January 7, 1994, recorded in Book 9214, Page 985, in the Register's Office Davidson County, Tennessee, as shown on that certain ALTA/ACSM Land Title Survey prepared by Barge, Waggoner Sumner and Cannon, dated August 8, 1994, last revised December 8, 1994 and designated as File No. 11510-10.

9. Terms and Conditions of unrecorded Lease and Easements, Covenants and Restrictions by and between Stewart F. Kresge, Trustee for the benefit of Raymond Zimmerman, as Landlord and Home Depot, U.S.A., Inc., as Tenant, as evidenced by Ground Lease and Declaration of Easements, Covenants and Restrictions, dated March 27, 1991, recorded April 3, 1991 in Book 8323, Page 111, in the Register's Office Davidson County, Tennessee.

10. Rights of the tenant, as tenant only, under that certain unrecorded Lease evidenced by Memorandum of Lease by and between Lloyd Draper, not in his individual capacity but solely as trustee of CCI Trust 1994-I, as Landlord, and Circuit City Stores, Inc., as Tenant, dated November 9, 1994, recorded November 14, 1994 in Book 9519, Page 789, in the Register's Office Davidson County, Tennessee.

11. A 10 foot Permanent Easement granted to Valley Utilities District of Davidson County as set forth in Agreement for Dedication of Public Utilities Easement, dated February 16, 2001, recorded March 2, 2001 in Instrument No. 20010302-0019758, in the Register's Office Davidson County, Tennessee.

12. Deed of Trust and Security Agreement made by Lloyd Draper, not in his individual capacity but solely as trustee for CCI Trust 1994-I to Joseph B. Pitt, Jr., as Trustee for the benefit of McDonald Mortgage Pass-Through Corporation, dated November 10, 1994, recorded November 14, 1994 in Book 9519, page 794, in the Register's Office Davidson County, Tennessee, as assigned by Note and Deed of Trust Assignment from McDonald

Mortgage Pass-Through Corporation, as Assignor, to Manufacturers and Traders Trust Company, as Assignee, dated November 10, 1994, recorded November 14, 1994 in Book 9519, Page 861, in the Register's Office Davidson County, Tennessee.

13. Assignment of Lease, Rents, Issues and Profits made by Lloyd Draper, not in his individual capacity but solely as trustee for CCI Trust 1994-I, as Assignor to Joseph B. Pitt, Jr., as Trustee for the benefit of McDonald Mortgage Pass-Through Corporation, as Assignee, dated November 10, 1994, recorded November 14, 1994 in Book 9519, Page 852, in the Register's Office Davidson County, Tennessee, as assigned in Re-Assignment of Lease, Rents, Issues and Profits from McDonald Mortgage Pass-Through Corporation, as Assignor, to Manufacturers and Traders Trust Company, as Assignee, dated November 10, 1994, recorded November 14, 1994 in Book 9519, Page 867, in the Register's Office Davidson County, Tennessee.

14. ALTA/ACSM Land Title Survey prepared by Barge, Waggoner Sumner and Cannon, dated August 8, 1994, last revised December 8, 1994 and designated as File No. 11510-10 discloses the following matters:

    a. Storm sewer, sewer, electrical and water lines not in defined easement area.

    b. Power Pole guy wire encroaches over the North property line.