SPECIAL WARRANTY DEED	STATE OF FLORIDA COUNTY OF MIAMI-DADE THE ACTUAL CONSIDERATION OR VALUE WHICHEVER IS GREATER FOR THIS TRANSFER IS $1,350,000.00 ; Affiant (Print Name) SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE DAY OF , 2009. Notary Public MY COMMISSION EXPIRES: 5/17/12 (AFFIX SEAL)

BILL GARRETT, Davidson County
Trans:T20090049971 DEEDWARR
Recvd: 07/23/09 16:24 4 pgs
Fees:23.00 Taxes:4995.00
20090723-0069416

CINEY TORRES
Commission # DD 778236
My Commission Expires
May 17, 2012

THIS INSTRUMENT WAS PREPARED BY
Williams & Prochaska, P.C.
Ernest B. Williams, IV, Esquire
401 Church Street, Suite 2600
Nashville, Tennessee 37219

ADDRESS NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
GECMC 2005-C2 Hickory Hollow, LLC c/o LNR Partners, Inc. 1601 Washington Avenue, suite 700 Miami Beach, Florida 33139	**GECMC 2005-C2 Hickory Hollow, LLC c/o LNR Partners, Inc. 1601 Washington Avenue, suite 700 Miami Beach, Florida 33139**	**163-085.00**

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEE, AND IN CONSIDERATION OF GRANTEE'S RELEASE OF GRANTOR'S OBLIGATIONS UNDER CERTAIN LOAN DOCUMENTS SECURED BY THE "PROPERTY" AS DEFINED BELOW AND FOR OTHER GOOD AND VALUABLE CONSIDERATIONS THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, **OLP CCANTIOCH LLC**, HEREINAFTER CALLED THE GRANTOR, HAS BARGAINED AND SOLD, AND BY THESE PRESENTS DOES TRANSFER AND CONVEY UNTO **GECMC 2005-C2 HICKORY HOLLOW LLC,** a Delaware limited liability company, HEREINAFTER CALLED THE GRANTEE, GRANTEE'S SUCCESSORS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

See Exhibit "A" attached hereto

(the "Property").

This is **X** improved unimproved property, known as **5221 Hickory Hollow Parkway, Antioch, Tennessee 37013**

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns forever; and GRANTOR does covenant with the said GRANTEE that GRANTOR is lawfully seised and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, except for the Deed of Trust ("Deed of Trust") recorded as Instrument No. 20050404-0036600 in the official records of Davidson County, Tennessee, granted by Grantor to a trustee for the benefit of Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee of Bank of America, N.A., as assigned by MERS to Grantee's affiliate, GECMC 2005-C2 CC PARENT, LLC, a Delaware limited liability company, pursuant to that certain Assignment of Deed of Trust, Assignment of Leases and Rents, and Security Agreement recorded immediately prior to this Deed in the aforesaid records, and the other exceptions set forth on Exhibit "B" attached hereto and incorporated herein (the "Exceptions"); and GRANTOR does further covenant and bind GRANTOR, GRANTOR'S successors and representatives, to warrant and forever defend the title to the said land to the said GRANTEE, its successors and assigns, against the lawful claims of all persons claiming by and through the GRANTOR, but not otherwise, subject to the Deed of Trust and the

Initials: _____

Exceptions. Notwithstanding the conveyance of the Property by Grantor to Grantee, the lien of the Deed of Trust shall not merge with the fee title to the Property. Wherever used, the singular number shall include the plural, the singular, and the use of any gender shall be applicable to all genders.

WITNESS my/our hand(s) this 30th day of June, 2009.

GRANTOR

OLP CCANTIOCH LLC, a Tennessee limited liability company

By: One Liberty Properties, Inc., a Maryland corporation, its sole member and manager

By: _____
Richard M. Figueroa, Vice President

STATE OF New York)
COUNTY OF Nassau)

BEFORE ME, THE UNDERSIGNED, a Notary Public of the State and County aforementioned, personally appeared Richard M. Figueroa, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of One Liberty Properties, Inc., a Maryland corporation, the sole member and manager of **OLP CCANTIOCH LLC**, a Tennessee limited liability company, and as such authorized officer executed the foregoing instrument for the purpose therein contained, and/or acknowledged this instrument to be the free act and deed of **OLP CCANTIOCH LLC**, a Tennessee limited liability company.

WITNESS my hand and seal, this 30th day of June, 2009.

Dorothy M. Heffernan
Notary Public

My Commission Expires: _____

DOROTHY M. HEFFERNAN
Notary Public, State of New York
No. 01HE4641732
Qualified in Queens County
Cert. Filed in Nassau County
Commission Expires October 31, 20 0

Personally known: ✓ or Produced Identification: _____
Type of Identification Produced: _____ Driver's License _____ Other: _____

RETURN TO:
Ernest B. Williams IV, Esquire
Williams & Prochaska, P.C.
401 Church St., Suite 2600
Nashville, Tennessee 37219-2008

Initials:
_____
_____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Tract 1:

All that tract or parcel of land containing 3.17 acres more or less situated, lying and being in the First Civil District, Nashville, Davidson County, Tennessee, and being more particularly described as follows:

Being Lot No. C-4, as shown on the plan of re-subdivision of Lots C, C-2, C-3, Section 15, Hickory Hollow Mall, being more particularly described as follows:

BEGINNING at an iron pin in the southerly R.O.W. margin of Hickory Hollow Parkway, said pin being westerly 562.42 feet from the westerly terminus of a curve return to the westerly R.O.W. margin of Bell Road, said point also being the True Point of Beginning; thence leaving said margin with westerly line of Lot No. C-3 as shown on the aforementioned plan of re-subdivision run South 05 deg. 27' 58" West for distance 41.43 feet to a PK nail; thence run South 46 deg. 38' 55" West for a distance 215.00 feet to a PK nail; thence run South 43 deg. 21' 05" East for a distance of 10.00 feet to a PK nail; thence run South 46 deg. 38' 55" West for a distance 235.00 feet to a PK nail; thence run South 31 deg. 41' 10" West for distance of 100.00 feet to an iron pin in the northerly margin of the CSX Transportation Railroad; thence with said margin run North 58 deg. 18' 50" West for a distance of 264.68 feet to an iron pin; thence leaving said margin with the easterly line of Lot No. C-5, run North 31 deg. 41' 10" East a distance of 160.66 feet to an iron pin; thence continuing with said line run North 00 deg. 02' 39" East for a distance of 110.46 feet to a PK nail, said point being the PC of a curve to the right having a radius of 457.64 feet and having an arc distance of 127.93 feet; thence run along said curve to the right a chord bearing of North 82 deg. 02' 08" East and a chord distance of 127.52 feet to an iron pin; thence run North 83 deg. 29' 23" East for a distance of 121.66 feet to an iron pin, said point being the PC of a curve to the right having a radius of 729.99 feet and having an arc distance of 273.15 feet; thence run along said curve to the right a chord bearing of North 84 deg. 44' 53" East and a chord distance of 271.56 feet to a point and back to the True Point of Beginning.

Land containing 137940.93 sq. ft. and 3.17 acres.

Tract 2:

Joint access easements appurtenant to aforedescribed Lot No. C-4 as said easements are set forth on Plat of record in Plat Book 5800, page 230.

Tract 3:

Reciprocal access and parking easement recorded in Book 6188, page 87, as amended in Book 6207, page 366.

Being the same property conveyed to OLP CCANTIOCH LLC, a Tennessee limited liability company by Deed of record in Instrument No. 20050127001026 3, Register's Office for Davidson County, Tennessee.

Initials: _____

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Exhibit B
Exceptions

1. Taxes and assessments for 2008 and subsequent years.

2. Encroachments, overlaps, boundary disputes, shortage in area, or any other matters which would be disclosed by an accurate survey and inspection of the Property.

3. Deed of Trust recorded as Instrument No. 20050404-0036600 in the Register's Office of Davidson County, Tennessee, granted by OLP CCAntioch LLC to a trustee for the benefit of Mortgage Electronic Registration Systems, Inc., as nominee of Bank of America, N.A., as Beneficiary of the Deed of Trust.

4. UCC Financing statement from OLP CCAntioch LLC, as Debtor to Mortgage Electronic Registration Systems, Inc., as Secured party, recorded as Instrument No. 20050404-0036601 in the Register's Office of Davidson County, Tennessee.

5. All matters as shown on the plat of record in Plat Book 5800, Page 230, in the Register's Office of Davidson County, Tennessee.

6. Declaration of Protective Covenants for Hickory Hollow of record in Book 5125, Page 769, as amended in Amendment to Declaration of Protective Covenants for Hickory Hollow recorded in Book 5189, Page 947; Second Amendment to Declaration of Protective Covenants for Hickory Hollow recorded in Book 5337, Page 933; Restated and Amended Declaration of Protective Covenants for Hickory Hollow recorded in Book 5441, Page 968; Amendment to Restated and Amended Declaration of Protective Covenants for Hickory Hollow recorded in Book 5792, Page 491; Second Amendment to Restated and Amended Declaration of Protective Covenants for Hickory Hollow recorded in Book 5951, Page 26; and Third Amendment to Restated and Amended Declaration of Protective Covenants for Hickory Hollow recorded in Book 6011, Page 163, in the Register's Office of Davidson County, Tennessee.

7. Covenants as set forth in Book 6189, Page 784, in the Register's Office of Davidson County, Tennessee.

8. Terms and Conditions of Reciprocal Access and Parking Easement, Restrictive Covenants and Sewer Service Agreement for Section 15, Hickory Hollow Mall, as set forth of record in Book 6188, Page 87, as amended by Amendment to Joint Access Easement Lots C-3 and C-4 Section 15 Hickory Hollow Mall Subdivision of record in Book 6207, Page 366, and further amended by Consent and Agreement of record in Book 7063, Page 98, as amended by Amendment of Consent and Agreement of record in Instrument No. 20040721-0086903, in the Register's Office of Davidson County, Tennessee.

9. Any other matters of record affecting the Property, to the extent they are valid and enforceable.

Initials: _____

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