

THIS INSTRUMENT PREPARED (WITHOUT
REVIEW OR SURVEY OR TITLE) BY:

AFTER RECORDING RETURN TO:

Bud Doxey, Esq.
Andrews Kurth LLP
1717 Main Street, Suite 3700
Dallas, Texas 75201

Bass, Berry & Sims PLC
100 Peabody Place, Suite 900
Memphis, Tennessee 38103
Attn: Richard R. Spore, III

MAIL TAX STATEMENTS TO:

ITW Mortgage Investments IV, Inc.
c/o GE Capital Real Estate
16479 Dallas Parkway, Suite 600
Addison, TX 75001
Attention: Asset Manager

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

ITW MORTGAGE INVESTMENTS IV, INC., a Delaware corporation (hereinafter called "Grantor"), having an address of c/o GE Capital Real Estate, Two Bent Tree Tower, 16479 Dallas Parkway, Suite 500, Addison, Texas 75001, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to Grantor by CONCOURSE 100, LLC, a Delaware limited liability company (hereinafter called "Grantee"), having an address of c/o In-Rel Management, Inc., 2328 10th Avenue N., Suite 401, Concept 2 Towers, Lake Worth, Florida 33461-6612, Attention: Mr. Charles Stein, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAIN, SELL, and CONVEY 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, and all tenements, hereditaments, and appurtenances, including, without limitation, (a) any strips or gores between the real property described in Exhibit A and abutting properties, whether owned or claimed by deed, limitations or otherwise, and whether or not located inside or outside the property described on Exhibit A, and (b) any land lying in or under the bed of any highway, avenue, street, road, alley, easement or right-of-way, open or proposed, in, on, across, abutting or adjacent to the property described in Exhibit A, and all rights, titles and interest of Grantor, if any, in and to any awards made or to be made in lieu thereof, for damage by reason of change in grade of any such highway, avenue, street, road or alley, with every privilege, right, title, interest and estate, reversion, remainder, and easement thereto belonging or in anywise appertaining, 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 same in fee simple forever, unto the said Grantee, its legal representatives, successors and assigns, and Grantor does hereby warrant title to the above described lands, rights and interests and binds itself and its legal representatives, successors and

assigns to warrant and forever defend all and singular the above described property and interests unto the said Grantee, its successors, legal representatives and assigns, against the claims of all persons claiming by, through or under Grantor but not otherwise, subject, however, to the Permitted Encumbrances.

IN WITNESS WHEREOF, this Deed is executed by Grantor to be effective as of the 25 day of September, 2006.

ITW MORTGAGE INVESTMENTS IV, INC.,
a Delaware corporation

By: GE CAPITAL REALTY GROUP, INC.,
a Texas corporation, its Attorney-in-Fact

By: [Signature]
Name: Stuart N. White
Title: V.P.

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

I, the undersigned, a notary public in and for said county in said state, hereby certify that Stuart White, whose name as Vice President of GE Capital Realty Group, Inc., a Texas corporation, in its capacity as the Attorney-in-Fact of ITW MORTGAGE INVESTMENTS IV, INC., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as said Attorney-in-Fact.

Given under my hand and official seal this 25 day of September, 2006.

Notary Public : Lisa Clugston

[NOTARIAL SEAL]

My commission expires: 11-8-09

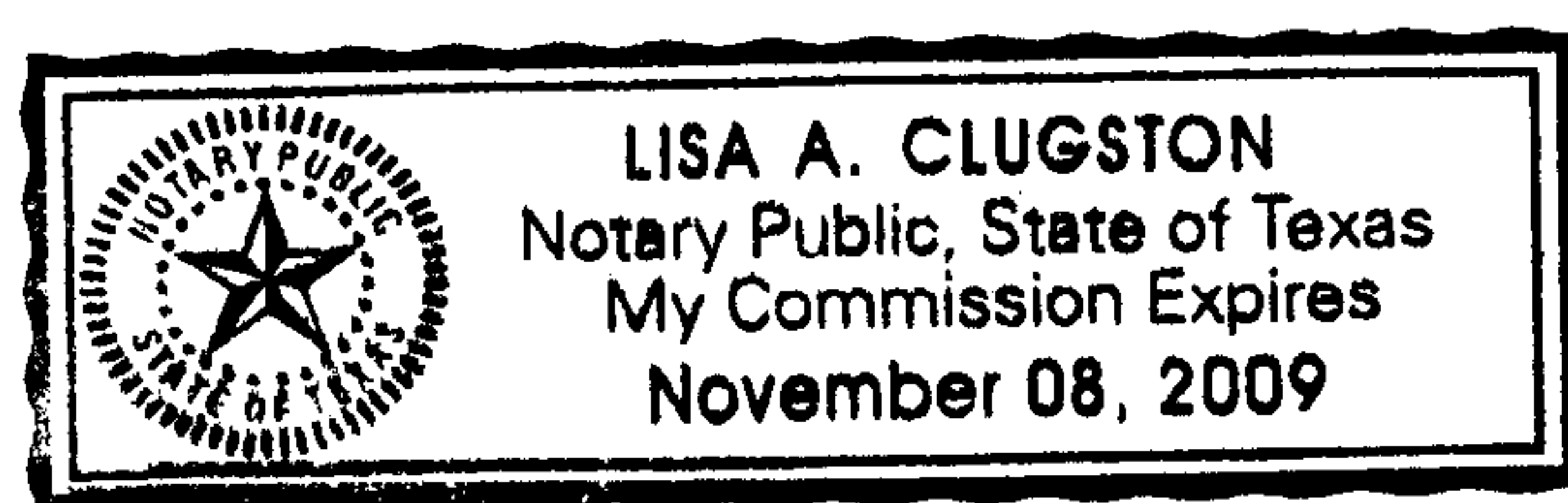


EXHIBIT A

LEGAL DESCRIPTION

Lot 1-A, according to a Resurvey of an Amendment to The Concourse at Riverchase, as recorded in Map Book 14 page 120 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

The beneficial interest in and to the non-exclusive easement set out in the Declaration of Easement , dated March 16, 1991, by Harbert Properties Corporation recorded in Real 332, Page 637.



20060927000479730 3/4 \$21.00
Shelby Cnty Judge of Probate, AL
09/27/2006 01:32:47PM FILED/CERT

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Taxes and assessments for the year 2006 and subsequent years, which are not yet due and payable.
2. Mineral and mining rights and rights incident thereto recorded in Deed Book 127, page 140; Deed Book 269, page 577 and Deed Book 94, page 349, in the Probate Office of Shelby County, Alabama.
3. Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) as shown by Amendment No. 2, as recorded in Misc. Book 19, beginning at page 633, except as modified in deed recorded in Deed Book 220, page 119, and as modified by Change of Use Agreement recorded in Real 207, page 548, in the Probate Office of Shelby County, Alabama.
4. Land Use Agreement dated 4-26-77, between The Harbert-Equitable Joint Venture and Blue Cross and Blue Shield of Alabama, recorded in Misc. Book 19, beginning at page 690, and amended in Misc. Book 43, page 82 and Real 16, page 64, in the Probate Office of Shelby County, Alabama.
5. Agreement with Alabama Power Company regarding electric service, recorded in Misc. Book 15, page 401, in the Probate Office of Shelby County, Alabama.
6. Rights of tenants in possession, as tenants only, pursuant to written but unrecorded rental or lease agreements, without rights or options to purchase property.
7. Easement to City of Hoover recorded in Instrument 20030716000451960, in the Probate Office of Shelby County, Alabama, as reflected on the Survey dated July 10, 2006 prepared by Laurence D. Weygand, P.L.S. No. 10373.
8. The following matters of survey are delineated on the survey of Laurence D. Weygand dated July 10, 2006:
 - a. encroachment of fence without property line
 - b. encroachment of curbing
 - c. 10' utility easement on Western border of property
9. Restrictions, public utility easements, building lines and easements as shown on by map recorded in Map Book 18, page 13, in the Probate Office of Shelby County, Alabama.