41

BOOK 8523 PAGE 735

Address of New Owner:	Send Tax Bills to:	Map/Parcel Numbers:
Ray Bell Construction Co., Inc.	Ray Bell Construction Co., Inc.	142-0-147
255 Wilson Pike Circle	255 Wilson Pike Circle	142-0-264
Brentwood, TN 37204	Brentwood, TN 37204	

SPECIAL WARRANTY DEED 4933 01/07 0101 03CHECK 141.14

STATE OF GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTY OF FULTON

THIS INDENTURE is made, effective as of the 27th day of November, 1991, between HICKS ROAD ASSOCIATES L.P. ("Grantor"), a Georgia limited partnership, formerly known as Club-Hicks Associates, Ltd., whose sole general partner is Hicks Road Enterprises, Inc., with a mailing address of 8601 Dunwoody Place, Suite 714, Atlanta, Fulton County, Georgia 30350, and RAY BELL CONSTRUCTION CO., INC. ("Grantee;" whenever used herein the term "Grantor" and "Grantee" shall be deemed to include the heirs, legal representatives and assigns of individuals and successors and assigns of corporations, as the context requires or permits), a Tennessee corporation, with a mailing address of 255 Wilson Pike Circle, Brentwood, Tennessee 37204.

W I T N E S S E T H:

THAT: Grantor, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS, and other valuable consideration to the Grantor in hand paid by Grantee at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, ALIENED, CONVEYED AND CONFIRMED and by these presents does hereby GRANT, BARGAIN, SELL, ALIEN, CONVEY, AND CONFIRM unto the Grantee, all of that certain real property located in Davidson County, Tennessee and more fully described on Exhibit A attached hereto and made a part hereof, together with all and singular, the benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in anywise

This Instrument Prepared By:

Don L. Smith, Esq.
Manier, Herrod, Hollabaugh & Smith
2200 One Nashville Place
150 4th Avenue North
Nashville, Tennessee 37219-4245

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Lomas Loan #3888
(Club Hicks)

appertaining thereto, and together with all improvements attached thereto (collectively, "Property"), subject only to the items in Exhibit B attached hereto and made a part hereof.

This is unimproved property located at the intersection of US Highway 70S and Hicks Road.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the said Grantee, its successors and assigns forever.

AND THE SAID GRANTOR does covenant with said Grantee that Grantor is lawfully seized and possessed of the Property in fee simple, has good right to convey the Property and the Property is unencumbered and unrestricted except as to those matters set forth on Exhibit B.

AND THE SAID Grantor does hereby bind itself, its successors and assigns to WARRANT and FOREVER DEFEND the right and title to the Property unto the Grantee, its successors and assigns, against the claims of all persons claiming by, through or under Grantor except as to those matters set forth on Exhibit B.

BUT IT IS HEREBY EXPRESSLY ACKNOWLEDGED AND AGREED THAT:

A. This Special Warranty Deed and the conveyances being made hereby are absolute conveyances to the Grantee of all right, title, and interest of the Grantor in and to the Property, including specifically, but without limitation, any equity or rights of redemption of the Grantor therein or thereto;

B. Notwithstanding anything to the contrary contained herein, all of the liens and security interests, including, without limitation, that certain Second Deed of Trust and Security Agreement dated December 16, 1988 and recorded in Deed Book 7731, Page 495, in the Register's Office of Davidson County, Tennessee, as amended from time to time, from Grantor to Don L. Smith, as Trustee for the benefit of Grantee as lender, (all such liens, as amended from time to time, are collectively referred to as the "Liens"), securing that certain Promissory Note, dated December 16, 1988, from Grantor as borrower to Grantee, as lender in the original principal sum of $387,962.59, are NOT RELEASED or RELINQUISHED in any manner or respect whatsoever, which Liens shall remain valid and continuous and in full force and effect, unless and until released by written instrument ("Release") executed by Grantee, or its successors and assigns, and recorded in the Register's Office of Davidson County, Tennessee, Georgia, which Release may be made as, if, and when Grantee, or its successors and assigns, shall determine in the exercise of its sole discretion;

C. Neither the Grantor nor the Grantee intend that there be, and there shall not in any event be, a merger of any of the Liens with the title or other interest of the Grantee by virtue of this conveyance, and the parties expressly provide that each such interest in the Liens, on one hand, and title, on the other, be and remain at all times, SEPARATE and DISTINCT;

D. For purposes of priority as between (i) intervening or inferior liens, claims, or encumbrances on or against the Property, and (ii) the Liens, any and all right of Grantee to exercise its remedies of foreclosure of any of the Liens or any other remedies are expressly preserved hereby and for purposes of limitations and any other applicable time bar defenses, the same are expressly extended as evidenced by this instrument; and

E. The priority of the Liens 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 Liens to any other liens or encumbrances whatsoever.

F. Notwithstanding anything contained herein to the contrary, while Grantee is acquiring title to the Property subject to the Liens, Grantee has not agreed to assume and is not assuming any of Grantor's obligations under the Liens or any documents or instruments evidencing or further securing the Liens.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed under seal on the date first above written.

GRANTOR:

Hicks Road Associates L.P., a Georgia limited partnership, formerly known as Club-Hicks Associates, Ltd.

By: Hicks Road Enterprises, Inc., a Georgia corporation

By: _____
Brian Van Holm
President

[CORPORATE SEAL]

HICKS ROAD ENTERPRISES, INC. GEORGIA CORPORATE SEAL

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Lomas Loan #3888
(Club Hicks)

ACKNOWLEDGMENT

STATE OF Georgia
COUNTY OF Fulton

Personally appeared before me, _____ a Notary Public of said county and state, Brian Van Holm, President of Hicks Road Enterprises, Inc., sole general partner of HICKS ROAD ASSOCIATES, L.P., with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of Hicks Road Enterprises, Inc., sole general partner of the maker or a constituent of the maker and are authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 27 day of November 1991.

Danielle I Stephens
Notary Public

My Commission Expires:
4.4.95

~~AFFIDAVIT OF VALUE~~

STATE OF GEORGIA
COUNTY OF FULTON

I hereby swear or affirm that I am the Authorized Officer of Ray Bell Construction Co., Inc. and that the actual consideration for this transfer, or the value of the property transferred, whichever is greater is $_____, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sell.

_____
Affiant

Sworn to and subscribed to before on this 27 day of November, 1991.

Danielle I Stephens
Notary Public

My Commission Expires:
4-4-95

(NOTARY SEAL)

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Lomas Loan #3888
(Club Hicks)

~~ACKNOWLEDGMENT~~

STATE OF _____
COUNTY OF _____

Personally appeared before me, _____ a Notary Public of said county and state, Brian Van Holm, President of Hicks Road Enterprises, Inc., sole general partner of HICKS ROAD ASSOCIATES, L.P., with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he ~~is~~ the President of Hicks Road Enterprises, Inc., sole general partner of the maker or a constituent of the maker and are authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this _____ day of _____, 1991.

_____
Notary Public

My Commission Expires:

_____

AFFIDAVIT OF VALUE

STATE OF ~~GEORGIA~~ Tennessee
COUNTY OF ~~FULTON~~ Davidson

I hereby swear or affirm that I am the Authorized Officer of Ray Bell Construction Co., Inc. and that the actual consideration for this transfer, or the value of the property transferred, whichever is greater is $ 32,220.00, which amount is equal to or greater than the amount which the property transferred would command ~~at a~~ fair and voluntary sell.

_____
Affiant

Sworn to and subscribed to before on this 12th day of December, 1991.

_____
Notary Public

My Commission Expires:
9/24/94

(NOTARY SEAL)

STATE OF TENNESSEE NOTARY PUBLIC AT LARGE DAVIDSON

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Lomas Loan #3888
(Club Hicks)

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND lying and being in the Second Civil District, Nashville, Davidson County, Tennessee, located in the northwesterly quadrant of the intersection of U.S. Highway 70, South, and Hicks Road and being a portion of the property shown on the plan of the Burns property, as of record in Book 6250, page 26, R.O.D.C., and revised by a Surveyor's Certificate of Correction, of record in Book 6400, page 786, R.O.D.C., and being more particularly described as follows:

To find the true point of beginning, begin at a monument located at the mitered intersection of the northerly right-of-way of U.S. Highway 70-S (84 foot right-of-way) and the westerly right-of-way of Hicks Road (55 foot right-of-way); run thence along the westerly right-of-way of Hicks Road, N31°44'17"E a distance of 57.72 feet to a monument; run thence N05°16'51"E a distance of 532.68 feet to an iron pin; run thence along the arc of a curve to the left a distance of 60.70 feet, said curve being subtended by a chord having a bearing of N03°26'41"E, a distance of 60.69 feet and a radius of 946.77 feet, to an iron pin, said iron pin being THE TRUE POINT OF BEGINNING; from said TRUE POINT OF BEGINNING, run along the arc of a curve to the left a distance of 200.24 feet, said curve being subtended by a chord having a bearing of N04°27'05"W, a distance of 199.87 feet and a radius of 946.77 feet, to a monument; thence leaving the westerly right-of-way of Hicks Road (55 foot right-of-way), run S86°07'18"W a distance of 234.97 feet to an iron pin; run thence S03°52'42"E a distance of 199.86 feet to an iron pin; run thence N86°07'18"E a distance of 236.97 feet to an iron pin located on the westerly right-of-way of Hicks Road (55 foot right-of-way), said iron pin being THE TRUE POINT OF BEGINNING.

This property contains 1.10 acres, more or less, and is more particularly described as tract 2 on a subdivision plat prepared for Club-Hicks Associates, Ltd. by William C. Cockrill, T.R.L.S. No. 1401 of Barge, Waggoner, Sumner and Cannon, Inc. and recorded at Book 7900, Page 336 Davidson County, Tennessee records.

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Exhibit B

Title Exceptions

1. Ad valorem taxes for the year 1988 and subsequent years.

2. Second Deed of Trust and Security Agreement executed by Club-Hicks Associate, Ltd. to Don L. Smith, Trustee, of record in Book 7731, page 495, dated as of December 16, 1988, recorded December 19, 1988, said Register's Office, to secure payment to Ray Bell Construction Company, Inc. of indebtedness in the original principal amount of $387,962.59.

3. All matters shown on the Plan of record in Book 6250, page 26, amended in Book 6400, page 786 and in Book 7900, page 293, said Register's Office.

4. Storm Water Detention Agreement, dated October 1, 1984, by and between Club Properties, Inc., and the Metropolitan Government of Nashville and Davidson County, Tennessee of record in Book 6411, page 272, said Register's Office.

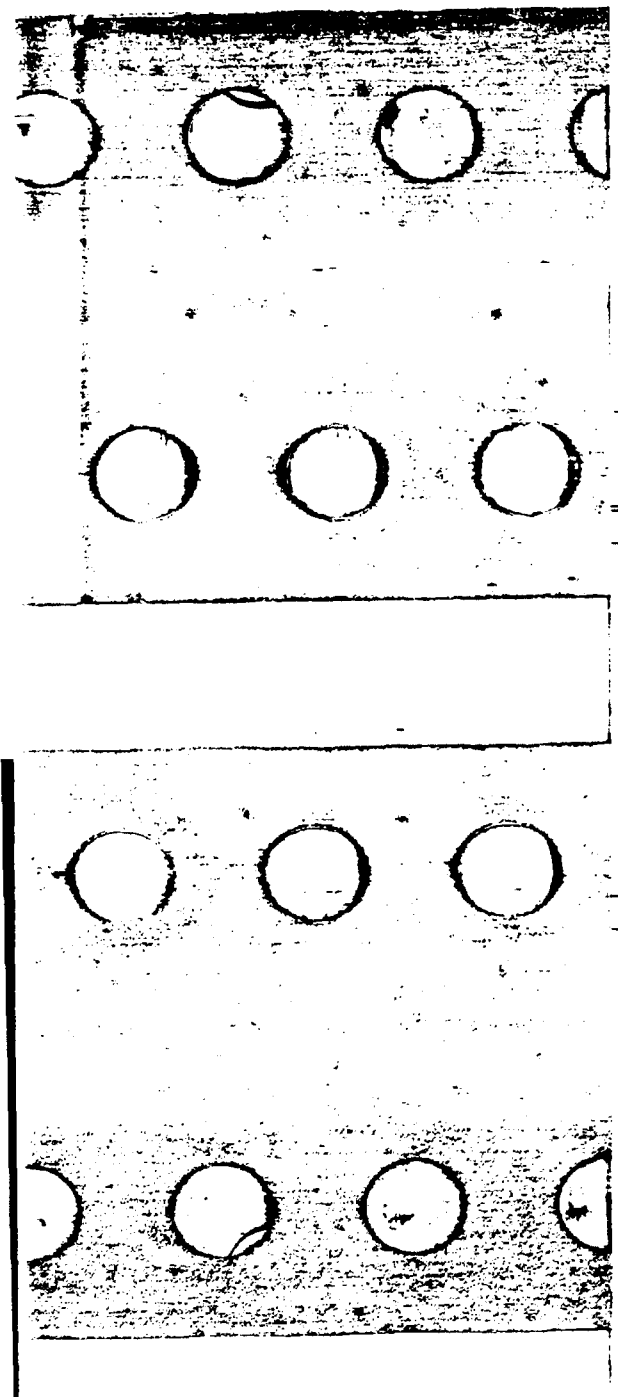
5. Sewer Easement of record in Book 5222, page 742, Register's Office for Davidson County, Tennessee.

6. Agreement for Dedication of Easement for Water Line in Book 7542, page 236, said Register's Office.

7. Agreement for Dedication of Easement for Water line in Book 7542, page 308, said Register's Office.

8. Storm Water Detention Agreement of record in Book 8397, page 500, said Register's Office.

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Ray Bell



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8523 PAGE 742

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 32220.00
CON TX 119.14
PRFEE 1.00
WDEED 21.00
TOTAL 141.14
CHECK 141.14

01/07/92 01 14:43 0001 4933

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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IDENTIFICATION REFERENCE

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No. 491366