This Instrument Was Prepared By:
Jack F. King, Jr., Esq.
Trabue, Sturdivant & DeWitt
25th Floor, Nashville City Center
511 Union Street
Nashville, Tennessee 37219

BOOK 8694 PAGE 446

Address New Owner(s):
Almon S. Peppers
107 Benson Road
Nashville, TN 37214

Send Tax Bills to:
Same

Map: 96-1-A
Parcel: 29
Field Book:
3DZ 85754

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, MERITBANC DEVELOPMENT CORPORATION (formerly known as Hardin Service Corporation) (the "Grantor"), has this day bargained and sold, and does hereby transfer and convey to Almon S. Peppers,* (the "Grantee"), his heirs and assigns, the following described land in Davidson County, Tennessee, to-wit:

> A tract or parcel of land located in Nashville, Davidson County, Tennessee being more particularly described on Exhibit A attached hereto.

*unmarried

This is improved property known as 107 Benson Road.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee and her heirs and assigns, forever. Grantor covenants with said Grantee that Grantor is lawfully seized and possessed of said land in fee simple and has a good right to convey it, subject to the encumbrances described on Exhibit B attached hereto. Grantor further covenants and binds itself, its successors, and assigns to warrant and forever defend the title to said real estate against the lawful claims of all persons claiming by, through or under it, but no further or otherwise.

IT IS ACKNOWLEDGED THAT THE GRANTOR HAS NEVER OCCUPIED THE PROPERTY. GRANTEE, BY ACCEPTANCE OF THIS DEED SPECIFICALLY ACKNOWLEDGES THAT NEITHER GRANTOR NOR ANYONE ON BEHALF OF GRANTOR MAKES ANY WARRANTIES, COVENANTS OR REPRESENTATIONS TO GRANTEE, EITHER EXPRESS OR IMPLIED, OF ANY NATURE OR KIND OR VALUE, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE PROPERTY AND IT IS EXPRESSLY UNDERSTOOD THAT THE PROPERTY IS BEING CONVEYED IN AN "AS IS" AND "WITH ALL FAULTS" CONDITION. BY ACCEPTANCE OF THIS DEED, GRANTEE AFFIRMS THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY.

GRANTOR SHALL HAVE NO LIABILITY FOR AND THE GRANTEE AGREES TO INDEMNIFY GRANTOR FROM ANY AND ALL LIABILITY, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, INJURIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) (COLLECTIVELY "LIABILITY") RELATED TO THE PROPERTY WHICH ARE INCURRED, MADE OR ASSERTED AGAINST GRANTOR OR AGAINST THE PROPERTY, INCLUDING WITHOUT LIMITATION LIABILITY INCURRED, MADE OR ASSERTED AFTER THE DATE OF THIS DEED, RELATING TO ENVIRONMENTAL CONDITIONS, VIOLATIONS OR REMEDIAL COSTS, INCLUDING WITHOUT LIMITATION, THOSE COSTS WHICH RESULT FROM THE SOLE OR CONCURRENT NEGLIGENCE OF GRANTOR. GRANTEE SHALL HAVE NO RIGHT OR CLAIM AGAINST GRANTOR FOR DAMAGES, RESCISSION OF THE SALE, REDUCTION OF THE SALES PRICE OR OTHERWISE BECAUSE OF THE PHYSICAL CONDITION OF THE PROPERTY (INCLUDING WITHOUT LIMITATION, ITS ENVIRONMENTAL CONDITION), ANY SUCH RIGHT OR CLAIM BEING HEREBY EXPRESSLY WAIVED BY GRANTEE. THE WAIVERS

AND EXCULPATION PROVIDED ABOVE SHALL BE DEEMED TO BE COVENANTS RUNNING WITH THE LAND AND BINDING UPON ALL SUCCESSORS AND ASSIGNS OF GRANTEE AND ALL OTHER OPERATORS OF THE PROPERTY.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 17th day of July, 1992.

MERITBANC DEVELOPMENT CORPORATION
(Formerly known as Hardin Service Corporation)

By: /s/ Richard N. White Jr.

Title: /s/ President

STATE OF Texas )
)
COUNTY OF Harris )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Richard N. White Jr. with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged (him/her)self to be ~~ATTORNEY-IN-FACT~~ President of MERITBANC DEVELOPMENT CORPORATION, the within named bargainor, a corporation, and that he as such ~~ATTORNEY-IN-FACT~~ President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

EH EH

Witness my hand and seal, at office in Houston, Texas, this 17 day of July, 1992.

/s/ Eleanor B. Hardy
Notary Public

My Commission Expires: May 17, 1995

ELEANOR B. HARDY
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MAY 17, 1995

STATE OF Texas )
)
COUNTY OF Harris )

The actual consideration or value, whichever is greater, for this transfer is $45,000.00.

/s/ Richard N. White Jr.
Affiant

Subscribed and sworn to before me this 17 day of July, 1992.

/s/ Eleanor B. Hardy
Notary Public

ELEANOR B. HARDY
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MAY 17, 1995

My Commission Expires: May 17, 1992

**EXHIBIT A**

**LEGAL DESCRIPTION**

Land in Davidson County, Tennessee, being Lot No. 29 on the Plan of Section Two Riverpoint, as of record in Plat Book 5200, page 749, Register's Office for said County, to which plan reference is made for a more complete description.

Being the same property conveyed to Hardin Service Corporation by deed from James Owen Davidson and wife, Marlene Davidson of record in Book 7074, page 782, said Register's Office. Hardin Service Corporation is now known as MeritBanc Development Corporation by Articles of Amendment of record in Book 8353, page 575, Register's Office for Davidson County, Tennessee.

**EXHIBIT B**

**PERMITTED ENCUMBRANCES**

1. Restrictive covenants contained in an instrument of record in Book 6044, page 545, Register's Office for Davidson County, Tennessee.

2. All matters appearing on the Plan of record in Plat Book 5200, page 749, Register's Office for Davidson County, Tennessee.

3. Declaration of Covenants, Conditions Easements and Restrictions for Riverpoint of record in Book 6283, page 630 amended in Book 6571, page 574, and in Book 8675, page 599, Register's Office for Davidson County, Tennessee.

4. Dedication of common area to Riverpoint Home Owners Association, Inc. of record in Book 6283, page 650, Register's Office for Davidson County, Tennessee, as amended by Instrument of Correction recorded in Book 8675, page 617, said Register's Office.

5. Charter of Incorporation of Riverpoint Home Owners Association, Inc. of record in Book 6252, page 130, Register's Office for Davidson County, Tennessee.

6. Easements to the Metropolitan Government of Nashville and Davidson County for sanitary sewers and/or storm drainage, of record in Book 4806, page 513 and in Book 5580, page 124, Register's Office for Davidson County, Tennessee.

7. Agreement of record in Book 6283, page 653, Register's Office for Davidson County, Tennessee.

342111

IDENTIF. TREFERENCE

AUG 5 9 28 AM '92

DAVIDSON COUNTY TN.

183.50 MCHECK 0101 08/05/92 6522

**OFFICIAL RECEIPT**
**FELIX Z. WILSON, II**
**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

RECEIVED OF _____

FOR _____

BOOK 8694 PAGE 450

| | | |
|---|---|---|
| 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 45000.00 |
| | | | | CON TX 166.50 |
| | | | | PRFEE 1.00 |
| | | | | WDEED 16.00 |
| | | | | TOTAL 183.50 |
| | | | | CHECK 183.50 |
| | | | 08/05/92 01 | 09:29 0001 7759 |

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

342111

IDENTIF. REFERENCE

AUG 5 9 28 AM '92

FELIX Z. WILSON, II
DAVIDSON COUNTY TN.

**No.** 557577