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JC

# SPECIAL WARRANTY DEED

Instr:200001210007390 Page: 1 OF 6
REC'D FOR REC 01/21/2000 3:29:33PM
RECORD FEE: $27.00
M. TAX: $0.00 T. TAX: $1251.16

**FROM:** **BLACKSTONE, LLC,**
**Grantor**

**TO:** **LEIGEBER SALES COMPANY, INC.,**
**Grantee**

This instrument was prepared by:
Lea W. Stouffer, Esq.
Farris, Warfield & Kanaday, PLC
424 Church St., Suite 1800
SunTrust Center
Nashville, Tennessee 37219

| **Address New Owner(s) as Follows:** | **Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes** | **Map-Parcel Numbers** |
|---|---|---|
| Leigeber Sales Company, Inc.<br>1205 1st Avenue SW<br>Cullman, AL 35055 | Blackstone, LLC, et al.<br>224 White Bridge Road<br>Nashville, TN 37209 | 104-6-12<br>104-6-29<br>104-6-13 |

STATE OF Tennessee )
COUNTY OF Davidson )

The actual consideration or value, whichever is greater, for this transfer is Three Hundred Thirty Eight Thousand One Hundred Fifty One and 54/100 Dollars ($338,151.54).

Julie A. Carson
Affiant

SUBSCRIBED AND SWORN TO before me, this the 21st day of January, 2000.

Notary Public

My Commission Expires: My Commission Expires July 22, 2000

NOTARY PUBLIC AT LARGE

392681.1 1/20/00

FOR AND IN CONSIDERATION OF the sum of Three Hundred Thirty Eight Thousand One Hundred Fifty One and 54/100 Dollars ($338,151.54), the receipt and sufficiency of which are hereby acknowledged, Blackstone, LLC, a Tennessee limited liability company (the "Grantor"), bargained and sold, and by these presents does transfer and convey unto Leigeber Sales Company, Inc., an Alabama corporation (the "Grantee"), its successors and assigns (1) a 6.763% undivided interest in certain tracts or parcels of land in Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Land"), to be held by Grantee as a tenant in common with others having a fee ownership interest in the Land, and EXCLUDING all buildings, structures and other improvements of any and every nature located on the Land, together with any and all fixtures attached or affixed to the Land or to any such buildings, structures or other improvements (collectively, the "Improvements"), and (2) a 6.763% undivided interest in the Improvements, to be held by Grantee as a tenant in common with others having a fee ownership interest in the Improvements. The Land and the Improvements shall be referred to herein as the "Property."

The Property is improved property known as 3300 Park Drive, Nashville, Tennessee, 3301 Fairmont Drive, Nashville, Tennessee, and 3307 Fairmont Drive, Nashville, Tennessee.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the Land with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns forever.

Grantor does covenant and bind Grantor, its successors and assigns to warrant and forever defend the title to the Land to Grantee, its successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not further or otherwise, except as to those matters set forth on Exhibit B, to which this conveyance is expressly made subject.

Witness my hand as of the 21st day of January, 2000.

**GRANTOR:**

BLACKSTONE, LLC,
a Tennessee limited liability company

By: W. Miles Warfield
W. Miles Warfield, Chief Manger

STATE OF Tennessee )
COUNTY OF Davidson )

Before me, Julie A. Carson, a Notary Public of said County and State, personally appeared W. MILES WARFIELD, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Chief Manager of BLACKSTONE, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such Chief Manager executed the foregoing instrument for the purposes therein contained, by signing the name of himself as Chief Manager of BLACKSTONE, LLC.

Witness my hand and seal, at Office, this 20th day of January, 2000.

Julie A. Carson
Notary Public

My Commission Expires: 7-27-2002

EXHIBIT A TO SPECIAL WARRANTY DEED

**TRACT I**

PROPERTY DESCRIPTION - PARCEL 12 – FAIRMONT APARTMENTS

Beginning at an iron rod situated in the westerly margin of Acklen Park Drive, said point being the southeast corner of Lot 9 and the northeast corner of Lot 1;

Thence, leaving said road, with the line between Lots 1 & 9, S 37 deg. 34' 36" W, a distance of 100.87 feet to an iron rod;

Thence, N 52 deg. 06' 09" W, a distance of 193.02 feet to an iron rod situated in the southerly margin of Fairmont Drive;

Thence, along said road, N 47 deg. 56' 32" E, a distance of 61.75 feet to an iron rod;

Thence, along said road, along a curve to the right, having a central angle of 80 deg. 22' 23", a radius of 47.13 feet, a tangent of 39.81 feet, a length of 66.11 feet, and having a chord which bears N 87 deg. 38' 26" E, a distance of 60.82 feet to an iron rod situated in the westerly margin of Acklen Park Drive;

Thence, along said road, S 52 deg. 25' 23" E, a distance of 135.27 feet to the point of beginning and containing 18,145.654 square feet or 0.417 acres of land more or less.

**TRACT II**

PROPERTY DESCRIPTION - PARCEL 29 – BLACKSTONE APARTMENTS

Beginning at an iron rod situated in the westerly margin of Acklen Park Drive, said point being the southeast corner of Lot 9 and the northeast corner of Lot 1.

Thence, along said road, S 52 deg. 25' 23" E, a distance of 147.13 feet to an iron rod;

Thence, along said road, along a curve to the right, having a central angle of 83 deg. 37' 54", a radius of 50.00 feet, a tangent of 44.73 feet, a length of 72.98 feet, and having a chord which bears S 10 deg. 36' 16" E, a distance of 66.67 feet to an iron rod situated in the northerly margin of Park Drive;

Thence, along said road, S 31 deg. 12' 51" W, a distance of 55.62 feet to an iron rod;

Thence, leaving said road, N 52 deg. 44' 32" W, a distance of 202.99 feet to an iron rod;

Thence, N 37 deg. 34' 36" E, a distance of 100.87 feet to the point of beginning and containing 19,392.716 square feet or 0.445 acres of land more or less.

Being the same property conveyed to Blackstone, LLC by deed of record in Book 11157, page 931, Register's Office for Davidson County, Tennessee.

**TRACT III**

PROPERTY DESCRIPTION FOR 3307 FAIRMONT DRIVE

Land in Davidson County, TN, being the southwesterly half of Lot 9 on the original map of West End Park, of record in Book 161, Page 47, Register's Office for said County. Said lot is also shown on the revised Map of West End Park, of record in Book 421, pages 82 and 83, said Register's Office and described as follows according to a survey prepared by Michael V. Holmes of H & H Land Surveying, Inc., 609 Dunston Drive, Nashville, TN 37211, Tennessee No. 23, dated 8/17/98:

Beginning at an iron pin the southerly margin of Fairmont Drive, and the Northwest corner of Blackstone West L.P.

1) Thence with Blackstone West L.P. line, South 52 deg. 39' 25" East 193.04 feet to an iron pin in the Northwesterly line of Lot 1,
2) Thence with said line, South 36 deg. 45' 00" West 99.94 feet to an iron pin, the Common of Lots 1, 2, 8 and 9,
3) Thence with the line between Lots 8 and 9, North 52 deg. 38' 02" West 193.08 feet to an iron pin in the Southerly margin of Fairmont Drive,
4) Thence with Fairmont Drive North 36 deg. 46' 08" East 99.87 feet to the point of Beginning, containing 19,286.98 square feet or 0.44 acres.

Being the same property conveyed to Blackstone, LLC by deed of record in Book 11157, page 938, Register's Office for Davidson County, Tennessee.

EXHIBIT B TO SPECIAL WARRANTY DEED

Encumbrances

1. Davidson County Real Property taxes for 1999, a lien now due and payable but not delinquent until March 1, 2000 (as to Tracts I, II and III).

2. Title to that portion of the Property embraced within the bounds of any roads, streets, or highways (as to Tracts I, II and III).

3. Terms and provisions of Leases in favor of Web Service Company, Inc., of record in Book 8734, page 80, Register's Office for Davidson County, Tennessee (as to Tract I) and of record in Book 11677, page 55, Register's Office for Davidson County, Tennessee (as to Tracts I and II).

4. Agreement and Declaration of Restrictive Covenants of record in Book 7358, page 1, said Register's Office (as to Tracts I and II).

5. Restrictive Covenants contained in instrument of record in Book 372, page 43, Register's Office for Davidson County, Tennessee (as to Tracts I and II).

6. Rights of tenants in possession as "Tenants Only" under unrecorded leases (as to Tracts I, II and III).

7. All matters shown on the Survey by Allen R. Trumbo, Tennessee Registered Land Surveyor No. 1127 of Dale and Associates, Consulting Civil Engineers, Land Planners, Surveyors, 516 Heather Place, Nashville, TN 37204, Job No. 97087, dated September 17, 1998, last revised October 7, 1998 (as to Tracts I and II).

8. All matters shown on the plans of record in Book 161, page 47, as amended in Book 421, pages 82 and 83, said Register's Office (as to Tracts I, II and III).

9. Deed of Trust, Assignment of Leases, and Security Agreement of record in Book 11157, page 943, Register's Office for Davidson County, Tennessee (as to Tracts I, II and III).

10. UCC-1 Financing Statement of record in Book 11157, page 961, Register's Office for Davidson County, Tennessee (as to Tracts I, II and III).