(1)

THIS INSTRUMENT PREPARED BY:

David B. Herbert, Reg. #3485
ORTALE, KELLEY, HERBERT & CRAWFORD
200 Fourth Avenue North
Nashville, TN 37219-8985

Davidson County DEEDWARR
Recvd: 08/02/01 10:33 3pgs
Fees:18.00 Taxes:1110.00
20010802-0082114

Name and Address of New Owner: Yazdian Construction Co. 2627 Grandview Drive Nashville, TN 37211	
Send Tax Bills to: **New Owner**	
Property Address: (Unimproved)	**Map Parcel No: P/O 86-308.00**

SPECIAL WARRANTY DEED

For and in consideration of the sum of **TEN AND NO/100 ($10.00) DOLLARS,** and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, **FIRST TENNESSEE BANK, N.A.,** hereinafter called the Grantor, has bargained and sold and by these presents does transfer and convey unto **YAZDIAN CONSTRUCTION COMPANY, a Tennessee General Partnership,** hereinafter called the Grantee, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Being Lot No. 8 on the Plan of the Final Plat of Resubdivision of Lot 8 in Hermitage Market Place, of record in Instrument No. 200006290064900, Register's Office for Davidson County, Tennessee.

Being part of the property conveyed to First Tennessee Bank, N.A., by deed From John C. Phipps, II and Randal S. Mashburn, as of record in Book 8167, Page 714, Register's Office for Davidson County, Tennessee.

The conveyance of the above-described parcel of land is subject to the following:

SEE EXHIBIT A ATTACHED.

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 it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and GRANTOR does further covenant and bind itself, its heirs, successors, assigns 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 or through Grantor. Wherever used, the singular number shall include the plural,the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor has caused its name to be signed hereto by its duly authorized officer on this the 30th day of July, 2001.

FIRST TENNESSEE BANK, N.A.

BY: _____
David W. Ellis

Its: Vice President

STATE OF TENNESSEE]
]
COUNTY OF DAVIDSON]

Before me, the undersigned, a Notary Public in and for the State and County, personally appeared David W. Ellis, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath acknowledged himmself to be the Vice President of First Tennessee Bank, N.A. the within named bargainor, and that as such Vice-President, being authorized so to do, executed the foregoing instrument for the purpose therein contained..

WITNESS my hand and seal at Nashville, Tennessee, this 30th day of July, 2001.

_____
NOTARY PUBLIC

DAVID B. HERBERT NOTARY PUBLIC AT LARGE DAVIDSON COUNTY TENN
NOTARY PUBLIC AT LARGE
David B. Herbert
My Commission Expires
January 29, 2005
STATE OF TENNESSEE

My commission expires:

STATE OF TENNESSEE]
]
COUNTY OF DAVIDSON]

The actual consideration or value whichever is greater, for this transfer is $300,000.00

_____
Affiant

Subscribed and sworn to before me, this the 30th day of July, 2001.

_____
NOTARY PUBLIC

My commission expires:

DAVID B. HERBERT NOTARY PUBLIC AT LARGE DAVIDSON COUNTY TENN
NOTARY PUBLIC AT LARGE
David B. Herbert
My Commission Expires
January 29, 2005
STATE OF TENNESSEE

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EXHIBIT A

The conveyance of the above described parcel of land is subject to the following:

1. Taxes and assessments for 2001, a lien but not yet due and payable.

2. Matters shown on the Final Plat of Resubdivision of Lot 8 in Hermitage Place, of record in Book 9700, page 243 and Instrument No. 200006290065900, Register's Office for Davidson County, Tennessee.

3. Declaration of Easements, Restrictive Covenants, Conditions and Restrictions as of record in Book 10202, page 607, Register's Office for Davidson County, Tennessee.

4. Non-Exclusive Temporary Easement for ingress and egress and Additions Restrictions as to Lot 8, Hermitage Marketplace, dated December 30, 1998 of record in Book 11277, page 976, Register's Office for Davidson County, Tennessee.

5. Reciprocal Cross Parking Agreement of record in Book 11277, page 984, Register's Office for Davidson County, Tennessee.

6. Easement as shown of record in Book 11277, page 967, Register's Office for Davidson County, Tennessee.

7. Fifty Foot easement to Metropolitan Government of record in Book 3498, page 777, Register's Office for Davidson County, Tennessee.

8. Easement to Cumberland Water Company for sanitary sewerage, as of record in Book 3309, page 135, Register's Office for Davidson County, Tennessee.

9. Easement for driveway by and between William A. Reese and wife, Doris M. Reese and 30 Acre Joint Venture, as of record in Book 6938, page 998, and shown on plat of record in Book 11190, page 36, Register's Office for Davidson County, Tennessee.

10. Assignment of Reciprocal Cross Parking Easement Agreement of record in Instrument No. 200007030065953, Register's Office for Davidson County, Tennessee.