THIS INSTRUMENT PREPARED BY:
GIBSON & GREGORY
Suite 1900, 201 Fourth Avenue North
Nashville, TN 37219

Davidson County DEEDWARR
Recvd: 12/20/02 16:07 4pgs
Fees:23.00 Taxes:1017.50
20021220-0157788

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $275,000.00.

Affiant

Subscribed and sworn to before me this 20 day of Dec, 2002.

Notary Public

ANDREW B. GIBSON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires July 26, 2003

My Commission Expires: 7/26/03

SPECIAL WARRANTY DEED

ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NOS.
River Meade Development, Inc. 7216 Highway 100 Nashville, TN 37221	New Owner	Map 102 Part of Parcel 17

For and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS cash in hand paid by the herein named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, JAMES DEVIN MCCLENDON AND DARBY LEE (MCCLENDON) KENNEDY, hereinafter "GRANTOR", has bargained and sold, and by these presents does hereby transfer and convey unto RIVER MEADE DEVELOPMENT, INC., A TENNESSEE CORPORATION, hereinafter "GRANTEE", its successors, representatives and assigns forever, that certain tract or parcel of land located in Davidson County, Tennessee, as described in Exhibit "A" attached hereto and incorporated herein by reference.

The property herein conveyed has never been the primary residence of GRANTOR or GRANTOR'S spouse.

This is IMPROVED property known as Map 102, Part of Parcel 17, Charlotte Pike, Nashville, Tennessee.

This conveyance is made subject to such limitations, restrictions and easements as may affect the premises including, but not limited to, those items shown on Exhibit "B" attached hereto and incorporated herein by reference.

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, representatives and assigns forever.

And GRANTOR does covenant with the said GRANTEE that they are lawfully seized and possessed of said land in fee simple, have a good right to convey it and warrant that the same is unencumbered, except as set forth above.

GRANTOR does further covenant and bind themselves, their successors and assigns to warrant and forever defend the title to the said land to the said GRANTEE, its successors,

representatives and assigns, against the lawful claims by and through the GRANTOR, but not further.

WITNESS our hands this 20th day of December, 2002.

JAMES DEVIN MCCLENDON

Darby Lee McClendon Kennedy by David Gooch Atty-in-fact

DARBY LEE (MCCLENDON) KENNEDY BY DAVID GOOCH, ATTORNEY-IN-FACT PURSUANT TO LIMITED POWER OF ATTORNEY RECORDED IN INSTRUMENT NO. 200212200157787, R.O.D.C., TN

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named JAMES DEVIN MCCLENDON, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained. Witness my hand and official seal this 20th day of December, 2002.

Notary Public

My Commission Expires: 7/26/03

My Commission Expires July 26, 2003

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public for and in the State and County aforesaid, DAVID GOOCH, to me known, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the person who executed the foregoing instrument on behalf of DARBY LEE (MCCLENDON) KENNEDY, and who acknowledged that he executed the same as the free act and deed of DARBY LEE (MCCLENDON) KENNEDY. Witness my hand and official seal this 20 day of December, 2002.

Notary Public

My Commission Expires: 7/26/03

My Commission Expires July 26, 2003

EXHIBIT A

Being land in Nashville, Davidson County, Tennessee, and also being the land conveyed to James W. McClendon as of record in Deed Book 11163, Page 379, and R.O.D.C. Being generally located north of Charlotte Pike (U.S. Highway 70) and north of Interstate 40 and being more particularly described as follows:

Commencing at an existing concrete monument on the northerly right-of-way of Charlotte Pike (U.S. Hwy 70), said concrete monument also being the southern corner of Lester W. Lambeth as of record in Deed Book 9827, Page 343;

Thence, with the northerly right-of-way of Charlotte Pike and southerly line of said Lester W. Lambeth, North 77 degrees 49 minutes 47 seconds West for a distance of 101.79 to a point, said point being the southeast corner of Welton Investment, LLC as of record in Deed Book 10903, Page 271;

Thence, continuing with the northerly right-of-way of Charlotte Pike and the southerly line of Welton Investment, LLC, North 77 degrees 49 minutes 47 seconds West for a distance of 200.00 feet to an iron pin set, said point being the southwest corner of Welton Investment, LLC, and being the Point of Beginning;

Thence, continuing with the northerly right-of-way of Charlotte Pike and the southerly line said James W. McClendon, South 75 degrees 34 minutes 33 seconds West for a distance of 129.79 feet to iron pin set, said iron pin being the southeast corner of West Harpeth Funeral Home, LLC as of record in Deed Book 10132, Page 543;

Thence, leaving said northerly right-of-way and running along the easterly line of West Harpeth Funeral Home, LLC for the following calls:

North 19 degrees 28 minutes 13 seconds West for a distance of 96.96 feet to an iron pin set;
North 13 degrees 37 minutes 07 seconds West for a distance of 204.28 feet to an iron pin set, said iron pin being the northeast corner of said West Harpeth Funeral Home, LLC;

Thence, with the northerly line of said West Harpeth Funeral Home, LLC,
South 76 degrees 14 minutes 55 seconds West for a distance of 135.07 feet to an existing iron pin, said iron pin being the northwest corner of said West Harpeth Funeral Home, LLC, said iron pin also falling on the easterly line of adjoining property, also owned by West Harpeth Funeral Home, LLC as of record in Deed Book 9527, Page 634;

Thence, with the easterly line of West Harpeth Funeral Home, LLC, North 13 degrees 38 minutes 18 seconds West for a distance of 100.11 feet to an iron pin set;

Thence, with the northerly line of West Harpeth Funeral Home, LLC, South 76 degrees 21 minutes 42 seconds West for a distance of 162.09 feet to an iron pin set, said iron pin falling on the easterly line of Metro Government Brookmeade as of record in Deed Book 2001051500, Page 50282;

Thence, running along the easterly line of said Metro Government Brookmeade the following calls:

North 02 degrees 26 minutes 39 seconds West for a distance of 1469.40 feet to an iron pin set;
North 02 degrees 25 minutes 52 seconds West for a distance of 39.49 feet to a point falling in the Cumberland River;

Thence, with the Cumberland River North 65 degrees 31 minutes 26 seconds East for a distance of 60.31 feet to a point at the mouth of Davidson Branch;

Thence with the meanders of said Davidson Branch the following calls:
South 58 degrees 24 minutes 56 seconds East for a distance of 200.00 feet to a point;
South 37 degrees 50 minutes 19 seconds East for a distance of 175.00 feet to a point;
South 20 degrees 38 minutes 55 seconds East for a distance of 195.52 feet to a point;
South 56 degrees 07 minutes 23 seconds East for a distance of 93.03 feet to a point;
South 08 degrees 59 minutes 05 seconds East for a distance of 134.80 feet to a point;
South 31 degrees 43 minutes 07 seconds East for a distance of 103.50 feet to a point;
South 00 degrees 48 minutes 22 seconds East for a distance of 44.80 feet to a point;
South 30 degrees 06 minutes 07 seconds West for a distance of 39.48 feet to a point;
South 44 degrees 04 minutes 22 seconds West for a distance of 73.95 feet to a point;
South 18 degrees 49 minutes 29 seconds West for a distance of 64.12 feet to a point;
South 28 degrees 02 minutes 48 seconds East for a distance of 218.80 feet to a concrete monument on the northerly line of Sunrise Motel, Inc. as of record in Deed Book 20011206, Page 134658;

Thence, with the lines of Sunrise Motel, Inc., the following calls:

South 35 degrees 55 minutes 34 seconds West for a distance of 111.48 feet to a;
South 18 degrees 10 minutes 35 seconds West for a distance of 100.00 feet to a;
South 03 degrees 16 minutes 35 seconds West for a distance of 260.00 feet to a;
South 21 degrees 46 minutes 25 seconds East for a distance of 200.00 feet to a;
South 28 degrees 03 minutes 59 seconds East for a distance of 115.21 feet the point of beginning

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 15.05 acres more or less, according to a survey by Land Design Surveying, dated December 5, 2002, Job No. 4201037.

Being the same property conveyed to James Devin McClendon and Darby Lee (McClendon) Kennedy by deeds of record in Book 10307, page 138, Book 10307, page 141, Book 10307, page 144, and Book 11163, page 379, said Register's Office.

EXHIBIT B

1. Davidson County property taxes for 2002, a lien now due and payable.

2. Matters shown on the Plan of record in Book 7900, page(s) 914, said Register's Office.

3. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4545, page 246, said Register's Office.

4. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 6813, page 477, said Register's Office.

5. Restrictive Covenants contained in instrument of record in Book 9527, page 628, said Register's Office.

6. Public Utility and Drainage Easement of record in Book 9527, page 639, said Register's Office.

7. Easements for ingress and egress, drainage pipes and culverts of record in Book 10307, page 138, Book 10307, page 141, Book 10307, page 144, and Book 11163, page 379, said Register's Office.

8. Easements for the flow of Davidson Branch and Ewin Branch.

9. Easement for the flow of the waters of the Cumberland River and the rights of the public therein.

10. Rights of upper and lower riparian owners to the flow of the water of Cumberland River, free from diminution or pollution.

11. Changes in the boundary of the subject property resulting from erosion or accretion caused by the flow of Cumberland River.

12. Title to that portion of the land lying below the ordinary low water mark of the Cumberland River.