Davidson County DEEDWARR
Recvd: 05/28/04 14:41 4pgs
Fees:23.00 Taxes:18500.00
20040528-0063211

*THIS INSTRUMENT PREPARED BY:*
**RONALD B. BUCHANAN, Attorney at Law**
**103 Hazel Path Court**
**Hendersonville TN 37075**

***(FROM INFORMATION PROVIDED BY THE PARTIES)***

# SPECIAL WARRANTY DEED

| **New Owner:** | **Send Tax Bills To:** | **Map & Parcel:** |
|---|---|---|
| TT OF ANTIOCH, INC.<br>5800 Crossings Blvd.<br>Antioch TN 37013 | TT OF ANTIOCH, INC.<br>5800 Crossings Blvd.<br>Antioch TN 37013 | 174 00 0 211 |

**FOR AND IN CONSIDERATION** of the sum of *Ten Dollars ($10.00),* cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, **HALLMARK DODGE VENTURERS,** a Tennessee General Partnership consisting of Rocky Hendrickson and James W. Ayers, hereinafter referred to as "***Grantor***", has this day bargained and sold, and does hereby transfer and convey unto the said **TT OF ANTIOCH, INC., a Tennessee Corporation**, hereinafter referred to as "***Grantee***", its successors, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 1 on the Resubdivision of Lot No. 2 on the Plan of The Crossings at Hickory Hollow Phase II, of record as Instrument No. 200007260073970, Office of the Register, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

BEING the same property conveyed to Hallmark Dodge Venturers, a Tennessee General Partnership, by deed of record as Instrument No. 20000807-0077966, Register's Office for Davidson County, Tennessee.

***TO HAVE AND TO HOLD*** said real estate, with the appurtenances, estate, title and interest belonging to the said TT OF ANTIOCH, INC., its successors, heirs and assigns forever. The undersigned covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as set forth in Exhibit A attached hereto.

Grantor further covenants and binds itself, to warrant and forever defend the title to the Property to the Grantee, Grantee's successors and assigns, only against the lawful claims of all persons whomsoever claiming by, through or under Grantor.

***WITNESS OUR HANDS*** this 26 day of MAY, 2004, the partnership having caused its name to be signed hereto by its duly authorized Partners on said day and date.

**ROCKY HENDRICKSON**

**JAMES W. AYERS**

STATE OF TENNESSEE
COUNTY OF Davidson

The actual consideration for this transfer or the valuation of the property transferred, whichever is greater, is $5,000,000.00.

Sworn to and subscribed before
me on this the 26 day of
May, 2004.

NOTARY PUBLIC

My Comm. Expires: 08/08/06

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared ROCKY HENDRICKSON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon his oath, acknowledged himself to be a Partner of HALLMARK DODGE VENTURERS, the within named bargainor, a Tennessee General Partnership, and that he as such Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Partnership by himself as such Partner.

Witness my Hand and Notarial Seal at office in Antioch, Tennessee, on this the 26 day of May, 2004.

NOTARY PUBLIC

My Comm. Expires: 08/08/06

STATE OF TENNESSEE
COUNTY OF Dickson

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared JAMES W. AYERS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon his oath, acknowledged himself to be a Partner of HALLMARK DODGE VENTURERS, the within named bargainor, a Tennessee General Partnership, and that he as such Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Partnership by himself as such Partner.

Witness my Hand and Notarial Seal at office in Dickson, Tennessee, on this the 25th day of May, 2004.

NOTARY PUBLIC

My Comm. Expires: 08/08/06

realprop\hallmark.dodge.deed

**EXHIBIT "A"**
**PERMITTED EXCEPTIONS**

1. (a) General or special taxes and assessments required to be paid in the year 2004 and subsequent years.

(b) Davidson County taxes for 2004, a lien but not yet due and payable.

(c) Davidson County taxes for 2003, Map-Par. 174-00-0-211, $53,869.96. Paid.

If improvements are completed after January 1 of any year the law requires supplemental assessments for the year in which improvements are completed, as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of Tennessee Code Annotated, Sections 67-5-603, *et seq.*

2. All matters shown on Plat recorded in Book 7900, Pages 39, 69, 114, 229 and Book 9700, Pages 511 and 512, with Surveyor's Certificate of Correction of Plat in Book 10728, Page 740, and as Instrument No. 200007260073970, Register's Office for Davidson County, Tennessee.

3. Restrictions as contained in Book 7963, Page 145, as re-recorded in Book 7966, Page 60, as amended in Book 8085, Page 402, and Book 9730, Page 957, and as supplemented in Book 10722, Page 95, with Acknowledgement Regarding Supplemental Declaration of Protective Covenants as Instrument No. 200007250073371, Register's Office for Davidson County, Tennessee.

4. Declaration of Join Access, Landscape and Utilities Easements of record as Instrument No. 200007250073372, as re-recorded as Instrument No. 200008010075737, Register's Office for Davidson County, Tennessee.

5. Matters shown on the Plan of record in Book 9700, Pages 969 and 970, said Register's Office.

6. Easement for Drainage of record in Book 10095, Page 208, said Register's Office.

7. Lack of direct ingress and egress to I-24, a controlled access highway, as conveyed to State of Tennessee as of record in Book 2813, Page 369 and Book 2813, Page 385, said Register's Office.