Davidson County DEEDWARR
Recvd: 01/03/05 14:30 3 pgs
Fees:18.00 Taxes:1110.00
20050103-0000664

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
c/o Mark McDonald 3841 Green Hills Village Drive, Suite 400 Nashville, TN 37215	034-06-0 054.00	c/o Mark McDonald 3841 Green Hills Village Drive, Suite 400 Nashville, TN 37215

This instrument prepared by: Elwood H. Camp, III, Attorney at Law, c/o Newton Oldacre McDonald, 3841 Green Hills Village Drive, Suite 400, Nashville, TN 37215

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 and sufficiency of all of which are hereby acknowledged, RIVERGATE STATION JOINT VENTURE (the "Grantor"), has bargained and sold, and by these presents does transfer and convey to ROBERT O. FRENSLEY (as a 75% tenant-in-common), G.WILLIAM COBLE (as a 12 ½% tenant-in-common) and MARK MCDONALD (as a 12 ½% tenant-in-common) (collectively, the "Grantees"), Grantees' heirs, successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following:

1. Real estate taxes for the current year which have been prorated between the parties.

2. That certain deed of trust to secure a promissory note dated _____ by Robert O. Frensley and Mark McDonald to Capital Bank and Trust.

This is unimproved property, known as 724 Myatt Drive, Madison, Tennessee.

TO HAVE AND TO HOLD the Property with all appurtenances, estate, title, and interest thereto belonging to the Grantees, Grantees' heirs, successors and assigns, forever.

Grantor covenants with the Grantee that Grantor is lawfully seized and possessed of the Property in fee simple; that Grantor has a good right to convey the Property, and that the Property is unencumbered except as set forth hereinabove.

Grantor further covenants and binds itself to warrant and forever defend the title to the Property to the said Grantees, Grantees' heirs, successors and assigns, against the lawful claims of all persons whomsoever, claiming by, through or under Grantor, except that no warranty is made as to the amount of acreage in the Property.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

E.H. Camp III
Affiant

Subscribed and sworn to before me this 30th day of December, 2004.

JULIA FRANKS LOYD NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Julia Franks Loyd
Notary Public
My Commission Expires: May 30, 2007

IN WITNESS WHEREOF, the Grantor has executed this Deed this 30th day of December, 2004.

RIVERGATE STATION JOINT VENTURE

By: _____
Robert O. Frensley, Joint Venture Partner

By: _____
G. William Coble, Joint Venture Partner

By: _____
Mark McDonald, Joint Venture Partner

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Robert O. Frensley, 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 the within named bargainor, and that he executed the foregoing instrument for the purposes therein contained by signing as his free act and deed.

Witness my hand seal at office this 30th day of December, 2004.

E. H. CAMP III NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

_____
Notary Public
SEAL

My Commission Expires: 5/24/08

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared G. William Coble, 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 the within named bargainor, and that he executed the foregoing instrument for the purposes therein contained by signing as his free act and deed.

Witness my hand seal at office this 30th day of December, 2004.

E. H. CAMP III NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

_____
Notary Public
SEAL

My Commission Expires: 5/24/08

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Mark McDonald, 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 the within named bargainor, and that he executed the foregoing instrument for the purposes therein contained by signing as his free act and deed.

Witness my hand seal at office this 30th day of December, 2004.

E. H. CAMP III NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

_____
Notary Public
SEAL

My Commission Expires: 5/24/08

EXHIBIT "A"
LEGAL DESCRIPTION

In Davidson County, Tennessee, being 724 Myatt Drive, Madison, Tennessee, and which is more completely described as follows:

Land in Davidson County, Tennessee, being Lot. No. 3 as shown on Plat of Resubdivision of Lot 2, Rivergate Station, Section One, of record in Book 9700, Page 838, Register's office for Davidson County, Tennessee to which plat reference is made for a more complete and accurate description.

Being a part of the same property conveyed to Rivergate Station, Inc., by Warranty Deed from C. Hooper Development Company, of record in Book 7537, Page 414 and by Deed of record in Book 7705, Page 618, and by deed from Ronald Underberg and wife, Pauline C. Underberg, of record in Book 7624, Page 720, Register's Office of Davidson County, Tennessee.