Special Warranty Deed

Davidson County DEEDWARR
Recvd: 02/02/05 12:31 4 pgs
Fees:23.00 Taxes:3561.25
20050202-0012272

FROM: Dudley Warner

TO: Joseph V. Turner

THIS INSTRUMENT PREPARED BY:
A. Harrison Johnson, Jr., Attorney
Ste. 2600, 401 Church Street
Nashville, Tennessee 37219

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Joseph V. Turner	Same	Map 095-14-0 par 123.0
(NAME)	(NAME)	
STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville TN		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $962,500.00.

Subscribed and sworn to before me, this the 28th day of January, 2005.

Affiant

My Commission Expires: 09/08/07

(Affix Seal)

Notary Public

ALLISON W. EGAN NOTARY PUBLIC AT LARGE SUMNER COUNTY, TENN.

(FOR REGISTER'S USE)

Return To:
Middle Tennessee Escrow Company
120 Anderson Lane
Hendersonville, TN 37075

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of NINE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED and No/100 ($962,500.00) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, I, DUDLEY WARNER ("Grantor" herein) have bargained and sold, and by these presents do transfer and convey unto Joseph V. Turner, ("Grantee" herein), and its successors and assigns, certain real estate in Davidson County, Tennessee (the said "Property"), being more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 9, on the plan of Metropolitan Industrial Park., Phase Two, Section Twenty-Two, as shown on the plat of record in Plat Book 9700, page 645, in the Register's Office of Davidson County, Tennessee, to which plat reference is made for a more particular description.
>
> Together with rights of Cross Easement as set forth in instrument recorded in Book 11085, page 597, as amended in Book 11371, page 284, said Register's Office.
>
> Being the same property conveyed by Knight Leasing Company, LLC, to Dudley Warner by Special Warranty Deed of record in Book 11574, page 637, in said Register's Office.

and any easements, hereditaments and appurtenances thereunto belonging (the "Property").

This conveyance is given subject to:

1. 2005 taxes, which have been prorated as of the date hereof and assumed by Grantee.

2. All matters shown on the Plat recorded in Book 9700, page 645 and Book 5190, page 691, as amended in Book 9415, page 410; Book 5190, page 379; and Book 4595, page 81, all as shown on the records of the Register's Office for Davidson County, Tennessee.

3. Rights of others in Cross Access Easement recorded in Book 11085, page 597, and Book 11371, page 284, said Register's Office.

4. Restrictions as contained in Book 4205, page 437, Book 4214, page 851, and Book 4702, page 998, said Register's Office.

5. Matters of survey, matters of inspection, plats and other existing matters of record, existing declarations, covenants and restrictive covenants of record, easements, setback lines and zoning ordinances and local codes and regulations.

6. THE PROPERTY IS HEREBY CONVEYED ON AN "AS IS" "WHERE IS" AND "WITH ALL FAULTS" BASIS AND NEITHER GRANTOR, NOR ANY

AGENT OR REPRESENTATIVE OF ASSIGNOR, HAS MADE, NOR IS LIABLE FOR OR BOUND IN ANY MANNER BY ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, PROMISES, STATEMENTS, INDUCEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR ANY PART THEREOF, THE PHYSICAL CONDITION, ACCESS TO A PUBLIC ROAD, AREA AND BOUNDARIES, INCOME, EXPENSES OR OPERATION THEREOF, THE USES WHICH CAN BE MADE OF THE SAME, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER OR THING WITH RESPECT THERETO, INCLUDING ANY EXISTING OR PROSPECTIVE ZONING LAWS AND/OR SUBDIVISION REGULATIONS. WITHOUT LIMITING THE FOREGOING, GRANTOR SHALL NOT BE LIABLE FOR OR BE BOUND BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR FINANCIAL STATEMENTS PERTAINING TO THE OPERATION OF THE PROPERTY, OR ANY OTHER INFORMATION RESPECTING THE PROPERTY FURNISHED BY GRANTOR OR ANY EMPLOYEE, AGENT, CONSULTANT OR OTHER PERSON REPRESENTING OR PURPORTEDLY REPRESENTING GRANTOR. WITHOUT LIMITING THE FOREGOING, THE PROPERTY IS CONVEYED IN AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" CONDITION WITH RESPECT TO THE STRUCTURAL AND MECHANICAL ELEMENTS OF THE PROPERTY, THE PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY, THE FIRE LIFE SAFETY SYSTEMS AND/OR CODES, THE FURNITURE, FIXTURES AND EQUIPMENT LOCATED THEREON OR ATTACHED THERETO AND THE PROPERTY'S CONDITION, ALL OF WHICH GRANTEE SHALL HAVE INSPECTED AND EITHER APPROVED OR WAIVED OBJECTION TO ON OR PRIOR TO DATE HEREOF. BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES TO THE FOREGOING AND REPRESENTS THAT, AS OF THE DATE HEREOF, HE/SHE/IT SHALL HAVE INDEPENDENTLY INVESTIGATED, ANALYZED AND APPRAISED TO HIS/HER/ITS SATISFACTION THE VALUE AND THE PROFITABILITY OF THE PROPERTY.

This is improved property known as 1940 Air Lane Drive, Nashville, Davidson County, TN.

TO HAVE AND TO HOLD the said real estate, with the appurtenance, estate, title and interest thereto belonging, to the said Grantee, his heirs, administrators and assigns forever.

And the said Grantor does hereby covenant with the said Grantee that he is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and the same is unencumbered, except as herein set forth.

And the said Grantor does further covenant and bind himself, his heirs and assigns, to warrant and forever defend the title to the said real estate to the said Grantee, his heirs, administrators and assigns, against the lawful claims of all persons whomsoever claiming by, through or under the Grantor, but not otherwise.

WITNESS the Grantor's signature as of this the 27th day of January, 2005.

Dudley Warner

Beth G. Warner, spouse of Dudley Warner joins herein for the sole purpose of quitclaiming to the Grantee any right, title or interest she may have (now or in the future) in the Property, including, but not limited to, any marital or spousal rights and claims, homestead rights, and the like.

Beth G. Warner

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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this the 28th day of January, 2005, before me personally appeared Dudley Warner, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that such person executed the same as such person's free act and deed.

Betty McClain
NOTARY PUBLIC

BETTY McCLAIN NOTARY PUBLIC AT LARGE My Commission Exp. May 28, 2006 DAVIDSON CO. TENNESSEE

MY COMMISSION EXPIRES: 5-28-06

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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