NAME AND ADDRESS OF NEW OWNER:
Smyrna Ready Mix, LLC
4472 Hickory Grove Road
Murfreesboro, Tennessee 37129

THIS INSTRUMENT PREPARED BY:
George H. White, P.C.
Attorney at Law
107 West College Street
Murfreesboro, Tennessee 37130

SEND TAX NOTICES TO:
Owner

Map No. 85
Parcel 69

Davidson County DEEDWARR
Recvd: 07/08/05 10:37 2 pg
Fees:13.00 Taxes:647.50
20050708-0079129

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, **Michael G. Sessum, Jr.**, unmarried, has this day bargained and sold and does hereby transfer and convey unto **Smyrna Ready Mix, LLC**, a Tennessee Limited Liability Company, its successors and assigns, forever, that certain parcel of real estate situated and located in Davidson County, Tennessee, and being more particularly described as follows, to-wit:

> Being all of Lot No. 1 of the Resubdivision of Tract 3 of Stones River Industrial Site as of record in Book 6900 page 46, Register's Office of Davidson County, Tennessee, to which reference is hereby made for more complete and accurate description.
>
> Being the same property conveyed to Michael G. Sessum, Jr. by deeds appearing of record at Instrument 20040804-0093892 and Book 10109, page 45, both of record in said Register's Office.
>
> This conveyance is subject to an unrecorded lease referenced in Book 10109, page 45, of said Register's Office; to a Cross Easement Agreement of record in Book 7738, page 605, of said Register's Office; to a Charter Right-of-way for L and N Railroad which abuts the rear or north property line; to the minimum building setback lines, public utility and drainage easements, plat notes and all other matters shown on the aforesaid subdivision plat; and to the zoning regulations of the appropriate governmental body.
>
> This is improved property having an address of 3040 Brandau Road, Hermitage, Tennessee 37076.

TO HAVE AND TO HOLD said real estate together with all of the appurtenances, estate and title thereunto belonging unto the said grantee, its successors and assigns, forever.

The undersigned covenants with the said grantee that he is lawfully seized and possessed of said real estate; that he has a good right to convey the same, and that it is unencumbered except as setforth above and by lien of the 2005 real property taxes, which taxes are being prorated between the parties herein, with the grantee to pay said taxes when due.

The undersigned further covenants and binds himself, his heirs and assigns, to forever warrant and defend the title to the said real estate unto the said grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

WITNESS MY HAND on this 7th day of July, 2005.

Michael G. Sessum, Jr.

STATE OF TENNESSEE)
ss.
COUNTY OF RUTHERFORD)

On this the 7th day of July, 2005, before me personally appeared Micheal G. Sessum, Jr., to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing Warranty Deed and acknowledged that he executed the same as his free act and deed.

7th WITNESS MY HAND and official seal at office in Murfreesboro, Tennessee, on the 7th day of July, 2005.

Angel H. White
Notary Public

GEORGE H. WHITE STATE OF TENNESSEE NOTARY PUBLIC RUTHERFORD COUNTY

My commission expires: 2/20/06

AFFIDAVIT

I hereby swear or affirm that the actual consideration for this transfer, or the value of the property transferred, whichever is greater, is **$175,000.00**, which amount is equal to or greater then the amount which the property transferred would command at a fair and voluntary sale.

Michael Sessum
Affiant

Sworn to and subscribed before me on this 7th day of July, 2005.

Angel H. White
Notary Public

GEORGE H. WHITE STATE OF TENNESSEE NOTARY PUBLIC RUTHERFORD COUNTY

My commission expires: 2/20/06