RETURN TO:
HOMELAND TITLE, LLC
1896 GEN. GEORGE PATTON DR.
FRANKLIN, TN 37067

This Prepared by ~~and Return to~~
ESQUIRE TITLE AND ESCROW, INC.
30 BURTON HILLS BOULEVARD, SUITE 200
NASHVILLE, TENNESSEE 37215

NEW OWNER: AND SEND TAX BILLS TO:
JOEY WAYNE CLARK
1006 10TH AVENUE NORTH
NASHVILLE, TN 37206
MAP + PARCEL = 81.16-0-675.00

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, ($10.00) cash in hand paid, and other good valuable consideration, the receipt of which is hereby acknowledged by the Grantor, **THE METROPOLITAN DEVELOPMENT AND HOUSING AGENCY,** organized under and existing pursuant to the laws of the United States, does hereby bargain, sell, transfer and convey unto **JOEY WAYNE CLARK,*** hereinafter called the grantee, his heirs and assigns, a certain tract or parcel of land in Shelby County, Tennessee, Described as follows:

* UNMARRIED

PROPERTY KNOWN AS: **1006 10TH AVENUE NORTH, NASHVILLE, TENNESSEE 37206**

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING A PART OF LOT NO. 180 IN JOHN MCNAIRY'S MANSION HOUSE, TRACT, A PLAN OF WHICH IS OF RECORD ON THE FRONT FLY LEAF OF BOOK 9, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID PART OF LOT NO. 180 BEGINS ON THE EASTERLY SIDE OF 10TH AVENUE NORTH (FORMERLY BELLEVILLE STREET) AT THE NORTHEAST CORNER OF THE ALLEY WHICH DIVIDED THE BLOCK BETWEEN JACKSON AND HASLAM STS., RUNNING THENCE NORTHERLY WITH THE EASTERLY MARGIN OF 10TH AVENUE NORTH 73 FEET; THENCE AT RIGHT ANGLES EASTERLY 65 FEET; THENCE SOUTHERLY PARALLEL WITH 10TH AVENUE NORTH, 73 FEET TO THE NORTHERLY MARGIN OF THE ALLEY MENTIONED; THENCE WESTERLY WITH SAID ALLEY 65 FEET TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO THE METROPOLITAN DEVELOPMENT AND HOUSING AGENCY BY DEED FROM THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY TENNESSEE, IN BOOK 10417, PAGE 611 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

Except as may be expressly set forth in the Contract of Purchase and Sale between Grantor to Grantees dated MAY 30, 2005, (the "Contract") or in this Deed, it is understood and agreed that Grantor is not making and has not at any time made any representations or warranties of any kind or character, express or implied, with respect to the herein described premises, including but not limited to, warranties, or representations as to habitability, merchantability, fitness for a particular purpose, zoning, physical or environmental condition or the compliance of the said premises with governmental laws. Grantees acknowledge and agree, that except as expressly set forth in the contract or in this Deed, Grantor hereby sells and conveys to Grantees and Grantees hereby accept the premises "as is", "where is, with all faults." The parties acknowledge that Grantees have conducted such investigations of the said premises, including but not limited to, the physical and environmental conditions thereof, as Grantees deem necessary to satisfy itself as to the condition of the premises.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Grantees and their heirs and assigns forever. Grantor covenants with said Grantees that Grantor has full power and lawful authority to sell and convey the said real estate, subject to those matters set forth on Exhibit "B" attached hereto, and Grantor further covenants and binds itself, its successors and or assigns, to warrant and forever defend the title to said real estate against the lawful claims of all persons claiming by, through or under it, but no further or otherwise.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 1st day of ~~JULY~~ August, 2005.

THE METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

By: _____

Title: EXECUTIVE DIRECTOR

Davidson County DEEDWARR
Recvd: 08/19/05 15:10 2 pgs
Fees:13.00 Taxes:473.23
20050819-0099231

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of said County and State, personally appeared Phil Ryan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Executive Director (or other such officer authorized to execute the instrument) of the METROPOLITAN DEVELOPMENT AND HOUSING AGENCY, a public body and a body corporate and politic organized and existing pursuant to Sections 13-20-101 et seq., Tennessee Code Annotated, functioning as a housing authority and urban redevelopment agency in and for the Metropolitan Government of Nashville and Davidson County, Tennessee, the within named bargainor, and that he as such Executive Director executed the foregoing instrument for the purposes therein contained, by signing the name of the agency by himself as Executive Director.

Witness my hand and seal, at Office, this 1st day of August, 2005.

Juanita Spurlock
Notary Public

My Commission Expires: November 24, 2007.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $127,900.00.

Affiant

Sworn to and subscribed before me, this 1ST day of AUGUST, 2005.

Carol A. Clawson
Notary Public

My Commission Expires: 6-6-06

CAROL A. CLAWSON NOTARY PUBLIC AT LARGE SUMNER COUNTY, TENN.