Davidson County DEEDWARR
Recvd: 10/04/05 16:14 5 pgs
Fees:28.00 Taxes:3700.00

20051004-0119672

Prepared By and Returnable to:
Bone McAllester Norton PLLC (SJM)
511 Union Street, Suite 1600
Nashville City Center
Nashville, Tennessee 37219

Address New Owner:	Send Tax Bills To:	Map & Parcel Numbers:
Smith House, LLC 180 Ninth Avenue North Suite 402 Nashville, TN 37203	Smith House, LLC 180 Ninth Avenue North Suite 402 Nashville, TN 37203	Map 93-05-4 Parcel 23

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 which are hereby acknowledged, Savage House Partnership, a Tennessee general partnership individually and collectively "Grantor"), has bargained and sold, and by these presents does transfer and convey to Smith House, LLC, a Tennessee limited liability company ("Grantee"), and Grantee's heirs and representatives, a certain tract or parcel of land in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference, together with all right, title and interest of Grantor, if any, in and to any land lying in the bed of any street, road, highway or avenue, open or proposed, in front of or adjoining all or any part of said land, any alley bisecting said land, and any and all strips, gores, or rights-of-way, riparian rights and easements affecting or appurtenant to said land and all improvements and fixtures located thereon and all easements, privileges and appurtenances thereunto (collectively the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, is made expressly subject to the matters set forth on Exhibit B, which is attached hereto and incorporated herein by reference; provided, however, that Grantor makes no covenants or warranties whatsoever with respect to title to any alley bisecting the Property or any land lying in the bed of any streets, roads, highways, or avenues adjoining or abutting the Property or the amount of acreage or square footage contained in the Property.

This is improved property known as 165-167 Eighth Avenue North, Nashville, Davidson County, Tennessee. The address is believed to be accurate but such address is not part of the legal description. In the event of any discrepancy, the legal description herein shall control.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever. Grantor covenants that, subject to the matters set forth herein and in the Exhibits attached hereto, Grantor is lawfully seized and possessed of said Property in fee simple, has good right to convey it, and that the Property is unencumbered.

GRANTOR FURTHER COVENANTS and binds Grantor and Grantor's heirs and representatives to warrant and forever defend the title to said Property to Grantee, Grantee's heirs and representatives [successors and assigns], against the lawful claims of all persons whomsoever except claims arising out of the matters set forth herein and in the Exhibits attached hereto.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed as of the 3rd day of October, 2005.

GRANTOR:

SAVAGE HOUSE PARTNERSHIP

By: _____
John William Hunt, Partner

By: _____
David Lee Nelson, Partner

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared John William Hunt, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he executed the foregoing instrument for the purposes therein contained and who further acknowledges that he is the general partner of Savage House Partnership, a Tennessee general partnership, the maker, and is authorized by the maker to execute this Instrument on behalf of maker.

Witness my hand and seal, at office in Davidson County, Tennessee, this the 3rd day of October, 2005.

_____
NOTARY PUBLIC

My Commission Expires: Oct 1, 2006

SAM J. MCALLESTER, III
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared David Lee Nelson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he executed the foregoing instrument for the purposes therein contained and who further acknowledges that he is the general partner of Savage House Partnership, a Tennessee general partnership, the maker, and is authorized by the maker to execute this Instrument on behalf of maker.

Witness my hand and seal, at office in Davidson County, Tennessee, this the 3rd day of October, 2005.

NOTARY PUBLIC

My Commission Expires: OCT 1, 2006

SAM J. MCALLESTER, III
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is $1,000,000.00.

Subscribed and sworn to before me, this the 3rd day of October, 2005.

Notary Public

My Commission Expires: Oct 1, 2006

SAM J. MCALLESTER, III
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

EXHIBIT A

LEGAL DESCRIPTION

Being part of Lot No. 163 on the original plan of Nashville, not of record described as follows:

Beginning on the westerly margin of 8th Avenue North, formerly Spruce Street, as widened at a point 265 ½ feet, more or less, south of the southerly margin of Church Street, said point being the southeast corner of the property formerly owned by Bransford Realty Company and R.W. Grizzard; thence with the westerly margin of said avenue southwardly 50 feet to the northeast corner of the property of the Sunday School Board of the Southern Baptist Convention; thence with their northerly line westwardly 165 feet, more or less, to the easterly margin of 9th Avenue North; thence with the same northwardly 50 feet to the southwest corner of said Bransford Realty Company and R.W. Grizzard property; thence with the southerly line of same eastwardly 165 feet, more or less, to the beginning.

Being the same property conveyed to Savage House Partnership consisting of David Lee Nelson and John William Hunt by Warranty Deed from Security Federal Savings and Loan Association of Nashville of record in Book 7010, page 859, Register's Office for Davidson County, Tennessee.

EXHIBIT B

ENCUMBRANCES

1. Taxes for the year 2005 are prorated as of date of Closing and paid as part of the Closing and paid as part of the Closing. Grantee assumes responsibility to pay taxes for 2006 and future years taxes when due and payable.
2. Any applicable restrictions, setback lines, easements, and zoning.