Davidson County DEEDWARR
Recvd: 07/13/06 09:55 5 pgs
Fees:28.00 Taxes:2590.00

20060713-0084329

Prepared By and Returnable to:
Jennifer L. Pennell
D. A. Andrews, PLLC
455 S. 4th St, Suite 1447
Louisville, KY 40202
(502) 585-5258
TN BPR: 019152

Address New Owner:	Send Tax Bills To:	Map & Parcel Numbers:
1015 Herman Street Nashville, TN 37208	Goodwill Industries of Middle Tennessee, Inc. 1015 Herman Street Nashville, TN 37208	Map 142, Parcel 345

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 which are hereby acknowledged, **Robinson-Bellevue, LLC, a Tennessee Limited Liability Company,** ("Grantor"), has bargained and sold, and by these presents does transfer and convey to **Goodwill Industries of Middle Tennessee, Inc.**, a Tennessee corporation ("Grantee"), and Grantee's successors and assigns, 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 247 Old Hickory Blvd., Nashville, TN. 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 does hereby bind itself and its successors and assigns to warrant and forever defend the Property unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, subject to the matters set forth herein and in the Exhibits attached hereto.

AS IS. It is further understood and agreed that the Property is being purchased "as is, where is" with no warranties, expressed or implied, as to its physical condition or state of repair, environmental condition, suitability for the Grantee's intended purposes, or otherwise. Subject to the provisions hereof, Grantee agrees to purchase the Property in its present condition. Grantee acknowledges and agrees that, having been given the opportunity to inspect the Property, Grantee is relying solely on it own investigations of the Property and not on any information provided or to be provided by Grantor except as expressly set forth in the Contract for Purchase.

EXECUTED this 29th day of June, 2006, but EFFECTIVE for all purposes as of the 30th day of June, 2006.

GRANTOR:

ROBINSON-BELLEVUE, LLC, a Tennessee Limited Liability Company

By: Ben R Murphy

Title: President

STATE OF TEXAS)
)
COUNTY OF DALLAS)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared BEN R. MURPHY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he/she executed the foregoing instrument for the purposes therein contained, and who further acknowledges that he/she is the PRESIDENT of Robinson-Bellevue, LLC, a Tennessee Limited Liability Company, the maker, and is authorized by the maker to execute this Instrument on behalf of maker..

Witness my hand and seal, at office in Dallas County, TEXAS, this the 29th day of June, 2006.

DONNA JACKSON
Notary Public, State of Texas
My Commission Expires
AUG. 28, 2008

Donna Jackson
NOTARY PUBLIC

My Commission Expires: _____

STATE OF TEXAS)
)
COUNTY OF DALLAS)

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is $700,000.00.

Ben R Murphy
Affiant

Subscribed and sworn to before me, this the 29th day of June, 2006.

DONNA JACKSON
Notary Public, State of Texas
My Commission Expires
AUG. 28, 2008

Donna Jackson
Notary Public

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

Land in Davidson County, Tennessee, being Lot No. 5 on the First Revision of Resubdivision of Lot 5 Hickory Hills Village Park, of record in Book 9700, Page 436, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being the same property acquired by Robinson-Bellevue, LLC, a Tennessee limited liability company, by Successor Trustee's Deed from Craig V. Gabbert, Jr. Trustee, of record in Instrument Number 20040603-0065610, Register's Office for Davidson County, Tennessee.

EXHIBIT B

ENCUMBRANCES

1. Taxes for the year 2006, a lien, but not yet due and payable. Said taxes are prorated as of date of Closing and Grantee assumes responsibility to pay said taxes and future years taxes when due and payable.

2. Easement for the construction and maintenance of a drainage facility, as referenced in Warranty Deed, of record in Book 7847, Page 349, Register's Office for Davidson County, Tennessee

3. Agreement for Dedication for Public Utilities Easement, of record in Book 8097, Page 290, Register's Office for Davidson County, Tennessee

4. Terms and conditions set forth in Easement and Restrictive Covenant Agreement, of record in Book 10551, Page 307, as amended by Amended and Restated Easement and Restrictive Covenant Agreement of record in Book 10625, Page 641, both in said Register's Office aforesaid

5. Easements, restrictions and stipulations set forth on Plat of record in Plat Book 9700, Page 436, said Register's Office aforesaid