Davidson County DEEDWARR
Recvd: 09/12/06 08:51 4 pgs
Fees:23.00 Taxes:5938.50
20060912-0112593

This Instrument Prepared By:
LAWLESS & ASSOCIATES, P.C.
Suite 403, The Customs House
701 Broadway
Nashville, TN 37203

ADDRESS NEW OWNER:
Hedgewood Development, LLC
914 18th Avenue South
Nashville, Tennessee 37212

SEND TAX BILL:
Same

MORTGAGEE:

MAP AND PARCEL:
MAP 104-4
GROUP
PARCEL 67P

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, Bill Ham, hereinafter called the Grantor, have bargained and sold, and by these presents do transfer and convey unto Hedgewood Development, LLC, an Illinois limited liability company, hereinafter called the Grantees, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

> Land in Davidson County, Tennessee, being Lot Nos. 105 and 106 on O.B. Hayes First Plan of Small Lots as of record in Plan Book 1, page 69, Chancery Court of Nashville.
>
> Said Lots 105 and 106 front together 100 feet on the easterly side of 18th Avenue South, formerly Lamar Street, or Shields Avenue and run back between parallel lines 150 feet more or less, to an alley.
>
> BEING the same property conveyed to Bill Ham by deed from James Stroud of record in Book 10784, page 438, and by deed from PAB Corporation, as of record in Book 9810, page 820, Register's Office for Davidson County, Tennessee.
>
> The property hereby transferred is not now nor has it ever been the primary residence of the seller.

This is improved property known as 914 18th Avenue South, Nashville, TN 37212.

This conveyance is made subject to all restrictions, easements, zoning and planning ordinances, and health department regulations that may affect the premises.

Grantees acknowledge that Grantees have been given a reasonable opportunity to inspect and investigate the property, either independently or through agents of Grantees' choosing, and that in purchasing the property, Grantees are not relying on any representations of Grantor or Grantor's agents as to its fitness for any particular use, the condition or safety of the property, including but not limited to, soils and geology, or suitability of the property for particular purposes. Grantees acknowledge and agree that Grantor has not made, does not make and specifically negates and disclaims any representations, warranties (other than the special warranty of title set out in this Special Warranty Deed), promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the value, nature, quality or condition of the property, including, without limitation, the water, soil and geology, (b) the suitability of the property for any and all activities and uses which Grantees may conduct thereon, (c) the existence of any environmental hazards or conditions (including the presence of asbestos or radon or any other material which may be hazardous) or biological matter (including without limitation mold, mildew or fungi) thereon, (d) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (e) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the property, or (f) any other matter with respect to the property, and specifically, that Grantor has not made, does not make and specifically disclaims any representations regarding compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including the existence in or on the property of hazardous

material. Grantees further acknowledge and agree that having been given the opportunity to inspect the property, Grantees are relying solely on Grantees' own investigation of the property and not on any information provided by Grantor and agree to accept the property and waive all objections or claims against Grantor (including, but not limited to, any right or claim of contribution) arising from or related to the property or to any hazardous materials on the property. Grantor is not liable or bound in any manner by any verbal or written statements, representations or information pertaining to the property, or the operation thereof, including those furnished by any real estate broker, agent, employee, servant or other person. Grantees further acknowledge and agree to the maximum extent permitted by law, the sale and conveyance of the property is made on an "AS IS" "WHERE IS" condition and basis with all faults. It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of the property is sold and conveyed by Grantor and purchased and accepted by Grantees subject to the foregoing.

TO HAVE AND TO HOLD the said property and all rights appurtenant to said property to Grantees forever in FEE Simple

Grantor warrants and represents that Grantor will forever defend the title to said property against the claims of all persons whomsoever if the claims are made by, through or under Grantor, but not otherwise.

Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my hand this the 6th day of September, 2006.

Bill Ham

STATE OF TEXAS)
COUNTY OF HARRIS)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Bill Ham, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within Warranty Deed for the purposes therein contained.

Witness my hand and official seal at Houston, Texas, this the 6th day of September, 2006.

Angela Dyess
NOTARY PUBLIC

My Commission Expires: 3-22-2008

ANGELA DYESS
Notary Public, State of Texas
My Commission Expires
March 22, 2008

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $1,605,000.00.

Bill Ham
AFFIANT

Subscribed and sworn to before me
this 6th day of September, 2006.

Angela Dyess
NOTARY PUBLIC

My Commission Expires: 3-22-2008

ANGELA DYESS
Notary Public, State of Texas
My Commission Expires
March 22, 2008