Davidson County DEEDWARR
Recvd: 01/05/07 12:11 3 pgs
Fees:18.00 Taxes:3367.00

20070105-0002251

RECORD & RETURN TO:
FILE BOX 36, Davidson County

WARRANTY DEED

STATE OF TENNESSEE, COUNTY OF ~~DAVIDSON~~ Williamson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $910,000.00.

Affiant

Subscribed and sworn to me on December 29, 2006.

NOTARY PUBLIC

W. WILLIAM DAVIS STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY, TENN.

My Commission Expires JAN. 20, 2009

THIS INSTRUMENT WAS PREPARED BY:
Richard W. Sebastian
ORTALE, KELLEY, HERBERT & CRAWFORD
200 Fourth Avenue North
Nashville, TN 37219-0375
Our File #22178SP

NAME/ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP – PARCEL #
M. D. Leasing, LLC 1217 16th Avenue South Nashville, TN 37212	M.D. Leasing, LLC 1217 16th Ave. South Ste 5 Nashville, TN 37212	104-04-217

FOR AND IN CONSIDERATION of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Richland Creek Leasing, LLC, a Tennessee Limited Liability Company, hereinafter called **"GRANTOR,"** have bargained and sold, and by these presents does transfer and convey unto M. D. Leasing, LLC, a Tennessee Limited Liability Company, hereinafter called **"GRANTEE,"** its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Land in Davidson County, Tennessee, being part of Lot No. 30 on the plan of O.B. Hayes Plan of Large Lots, recorded in Book 21 at page 87 in the Register's Office for said County, described according to a survey made by John Kohl and Company, P.C., File No. 52843, dated December 19, 1985, as follows:

Beginning at an iron pin located (a) in the westerly margin of 16th Avenue South (16th) and (b) southwardly along the westerly margin of 16th 365.96 feet (360 feet according to said plan and prior deeds) from the southwest corner of the intersection of 16th and Edgehill Avenue; thence with the westerly margin of 16th, South 9 degrees 22 minutes 42 seconds West, passing an iron pin at 55.00 feet, a total distance of 111.50 feet to a punch mark located northwardly along the westerly margin of 16th 441.48 feet (439.5 feet according to said plan and prior deeds) from the Northwest corner of 16th and Horton Avenue; thence, leaving 16th North 81 degrees 51 minutes 51 seconds West 152.31 feet to an iron pin in the easterly margin of said alley; thence with the easterly margin of said alley North 9 degrees 22 minutes 42 seconds East, passing an iron pin at 56.50 feet, a total distance of 111.50 feet to an iron pin; thence leaving said alley, South 81 degrees 51 minutes 51 seconds East 152.31 feet to the point of beginning.

Being the same property conveyed to Richland Creek Leasing, LLC, a Tennessee Limited Liability Company, by Quitclaim Deed from Services Management, Inc., of record in Book 10428, page 39, Register's Office for Davidson County, Tennessee.

The conveyance of the above-described parcel of land is subject to the following:

1. 2006 Davidson County taxes which have been prorated by the parties and paid by Grantor; 2007 and subsequent county taxes are assumed by the Grantees; and
2. Matters shown on plan of record in Book 21, page 87, in the Register's Office for Davidson County, Tennessee; and
3. Right-of-way easement to BellSouth Telecommunications of record in Book 9633, page 253, re-recorded in Book 10066, page 977, in said Register's Office; and
4. Terms and conditions of Lease Agreement by and between Richland Creek LLC, Landlord, and Sixteenth Avenue South, Inc., Tenant, evidenced by Memorandum of Lease Agreement of record in Book 10428, page 64, in said Register's Office; and
5. Subject to any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property.

This property is located at 1217 16th Avenue South, Nashville, TN 37212.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever, and GRANTOR does covenant with the said GRANTEE that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and GRANTOR does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said GRANTEE, its successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS our hands on December 29, 2006.

Richland Creek Leasing, LLC, a Tennessee
Limited Liability Company:

By: _____
Joseph D. Johnson, Sr., Chief Manager

STATE OF TENNESSEE, COUNTY OF ~~DAVIDSON~~ Williamson

Before me, the undersigned authority, of the State and County aforesaid, personally appeared Joseph D. Johnson, Sr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be the Chief Manager of RICHLAND CREEK LEASING, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, the within named bargainor, and that he as such Chief Manager executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

Witness my hand, at office, on December 29, 2006.

NOTARY PUBLIC

W. WILLIAM DAVIS
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY, TENN.

My Commission Expires JAN. 20, 2009