This Instrument prepared by
and after recording return to:
G. Miller Hogan, II, Esq.
Lassiter, Tidwell, Davis, Keller & Hogan, PLLC
150 Fourth Avenue North
One Nashville Place, Suite 1850
Nashville, Tennessee 37219

Davidson County DEEDWARR
Recvd: 04/05/07 16:03 4 pg
Fees:23.00 Taxes:2116.40
20070405-0041292

SPECIAL WARRANTY DEED
WITH OPTION TO REPURCHASE

Address of new owner as follows:	Send tax bills to:	Map-Parcel No.
Mrs. Malinda B. Ivey		**Map 145**
6339 Shadow Ridge Court	**(Same)**	**Parcel 22**
Brentwood, Tennessee 37069		

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Know all men by these presents that, **WDL Investments, LLC**, a Tennessee limited liability company (herein called the "Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to the Grantor, in hand paid by **Malinda B. Ivey,** (herein called the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto the Grantee, that certain tract or parcel of real property situated in Davidson County, Tennessee, described below together with all and singular the rights, benefits, privileges, easements, tenements and appurtenances pertaining thereto, including any right, title and interest of the Grantor in and to adjacent streets, roads, alleys, improvements, buildings and fixtures located thereon (said land, together with such rights, benefits, privileges, tenements and appurtenances, and improvements, buildings and fixtures being hereinafter collectively called the "Property"):

> Land in Davidson County, Tennessee, being Lot(s) 8, as shown on the map entitled Tyne Estates, of record Instrument No. 20060913-0113525, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> Being part of the same property conveyed to WDL INVESTMENTS, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, by deed of record Instrument No. 20060814-0099731, dated August 11, 2006, said Register's Office.

This is unimproved property commonly known as: **600 Walnut Grove Circle, Nashville, Tennessee.** This conveyance is subject to all easements and restrictions of record, the lien for property taxes that are not delinquent, any matters shown on any applicable plat including without limitation the following: (a) Declaration of Covenants, Conditions, Liens, Easements and Restrictions, including, but not limited to, easements, assessments, special assessments, charges and liens, contained in an instrument of record

Instrument No. 20060915-0114437, said Register's Office, (b) Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record Book 7959, page 743, said Register's Office, (c) Matters shown on the Plan of record Instrument No. 20060913-0113525, said Register's Office, (d) Application for Greenbelt Assessment of record Instrument No. 20030311-0032218, said Register's Office (e) Establishment of Exclusive Ingress, Egress, Easement and Maintenance Agreement of record in Instrument Nos. 20060915-0114572 and 20060915-0114573, as amended by Amendment of record as Instrument No. 2006112-0145430, said Register's Office (f) Cemetery or burial ground together with any right of way.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, as aforesaid, unto the Grantee, her heirs, successors and assigns, forever.

The Grantor, for itself and its successors and assigns covenants with the Grantee that the Grantor is lawfully seized of a good, absolute and indivisible estate in fee simple to the Property; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor has committed no act to encumber the Property; and that the Grantee shall have quiet possession of the Property; and the Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto the Grantee, her heirs, successors and assigns, against the lawful claims of all persons claiming by, through or under said Grantor, but not further or otherwise or through any other person.

IN WITNESS WHEREOF, this Special Warranty Deed is executed by the Grantor as of the 3RD day of April, 2007.

GRANTOR:

WDL Investments, LLC, a Tennessee limited liability company

By: _____
Wesley D. Lamoureux, Jr.
Its: Chief Manager

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Wesley D. Lamoureux, Jr.**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Chief Manager of **WDL Investments, LLC**, the within named bargainor, a Tennessee limited liability company, and that he as such Chief Manager, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the limited liability company as its Chief Manager.

Witness my hand and seal, at office in Nashville, Tennessee this 3RD day of April, 2007.



_____
Notary Public
My commission expires: Nov 21, 2009

GRANTOR'S OPTION TO REPURCHASE

By accepting this deed, the Grantee represents and warrants to the Grantor that Grantee is acquiring the Property for the purpose of constructing a single family residence on such Property and not for investment or resale purposes. The Grantee covenants that she will commence construction of a single family dwelling on such Property not later than twelve (12) months from the date of this deed and thereafter will diligently and promptly pursue the completion of such improvements. Grantee hereby grants Grantor and its successors and assigns, the exclusive and irrevocable option to repurchase the Property for the sum of $572,000.00 in the event the Grantee or her heirs, successors and assigns does not commence construction of a single family dwelling on such Property within twelve (12) months of the date of this deed, or if after commencement of construction, work thereon ceases for a period of more than ninety (90) days. Grantor may exercise its option by giving written notice to Grantee or her heirs, successors and assigns and recording such written notice with the Register of Deeds for Davidson County, Tennessee whereupon the Grantee shall be obligated to close within thirty (30) days of the date of such notice from Grantor (time is of the essence). At the closing of the repurchase, Grantee shall execute and deliver to Grantor a general warranty deed conveying the Property free and clear of all claims and encumbrances except subdivision restrictions and easements of record, matters shown on the play of Tyne estates and the property taxes for the year in which closing occurs, which taxes shall be prorated at closing. At closing of the repurchase, the Grantee shall provide to Grantor, at Grantee's sole cost and expense, an owner's title insurance policy issued through a title insurance company acceptable to Grantor in its reasonable discretion and Grantee shall pay all recording costs and transfer taxes as well as any and all amounts required to release any deeds of trust or other liens affecting the Property repurchased. Without limiting any other remedies at law or in equity, Grantor shall be entitle to specific performance of the option granted hereunder. In the event Grantor files suit to enforce its option, Grantor shall be entitled to recover its reasonable attorneys' fees, court costs and litigation expenses. **THE ISSUANCE OF A FINAL USE AND OCCUPANCY PERMIT FOR A SINGLE FAMILY DWELLING CONSTRUCTED ON THE PROPERTY PRIOR TO THE RECORDING OF GRANTOR'S NOTICE OF EXERCISE OF ITS OPTION HEREUNDER SHALL TERMINATE GRANTOR'S OPTION HEREUNDER AND SUCH PERMIT SHALL BE CONCLUSIVE PROOF OF THE TERMINATION OF THIS OPTION**.

Malinda B Ivey

Malinda B. Ivey

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State **Malinda B. Ivey**, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 3RD day of April, 2007.

G. Miller Hogan II

Notary Public

My commission expires: Nov. 21, 2009

G. MILLER HOGAN II
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY, TN
My Commission Expires November 21, 2009

STATE OF TENNESSEE)
)
COUNTY OF DAVIIDSON)

The actual consideration or value for this transfer of property, whichever is greater is $572,00.00.

Affiant

Sworn to and subscribed before me this
3RD day of April, 2007.

Notary Public
My Commission Expires: Nov. 21, 2009

