1st

THIS INSTRUMENT PREPARED BY AND WHEN RECORDED RETURN TO:	PROPERTY OWNER:	PROPERTY ADDRESS:	MAIL TAX BILLS TO:	TAX PARCEL NO.:
Justin D. Fingar, Esq. Johnston, Conwell & Donovan, L.L.C 813 Shades Creek Parkway Suite 200 Birmingham, Alabama 35209	Fairway – Galt, LLC 2830 Cahaba Road Birmingham, Alabama 35223		Fairway – Galt, LLC 2830 Cahaba Road Birmingham, Alabama 35223	181/257

Davidson County DEEDWARR
Recvd: 06/22/07 15:44 4 pgs
Fees:23.00 Taxes:22200.00

20070622-0075104

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this 22nd day of June, 2007, by and between **LEGG INVESTMENTS – NOLENSVILLE, LLC**, a Delaware limited liability company whose address is Two Metroplex, Suite 107, P.O. Box 661526, Birmingham, Alabama 35266-1526 (hereinafter "Grantor"), and **FAIRWAY – GALT, LLC**, an Alabama limited liability company whose address is 2830 Cahaba Road, Birmingham, Alabama 35223 (hereinafter "Grantee");

W I T N E S S E T H:

THAT for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, Grantor has bargained and sold and does hereby bargain, sell, convey, and confirm unto Grantee the following described real estate and all improvements thereon, situated and being in the County of Davidson, State of Tennessee, to-wit:

> Lot 7, on the Plan of Mill Creek Towne Centre Subdivision, as shown on plat of record in Instrument No. 200512300156533, in the Register's Office of Davidson County, Tennessee, to which plat reference is made for a more particular description.

This being a portion of the real estate conveyed to Grantor by Deed of record in Instrument No. 200504150042174 in the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the aforesaid real estate, together with all appurtenances and hereditaments thereunto belonging or in anywise appertaining unto Grantee, its successors and assigns in fee simple forever.

AND, subject always to those liens, easements, encumbrances and exceptions listed in Exhibit "A," attached hereto and incorporated herein by reference, Grantor does hereby covenant with Grantee that title to aforesaid real estate Grantor will warrant and forever defend against the lawful claims of all persons claiming by, through or under Grantor, but not further or otherwise.

As used herein, pronouns shall be construed according to their gender and number according to the context thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by and through its duly authorized officers on this the day and year first above written.

LEGG INVESTMENTS – NOLENSVILLE, LLC, a Delaware limited liability company

By: Legg Management, LLC, a Delaware limited liability company, its Manager

By: _____
Murray Legg, Manager

By: The Thompson Development Company, Inc., an Alabama corporation, its Manager

By: _____
Guy S. Clifton, Vice President

ACKNOWLEDGMENTS

STATE OF ALABAMA
COUNTY OF JEFFERSON

Personally appeared before me, _____, a Notary Public in and for said State and County duly commissioned and qualified, Murray Legg, 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 within instrument for the purposes therein contained, and who further acknowledged that he is the Manager of Legg Management, LLC (the "Constituent"), the Manager of LEGG INVESTMENTS – NOLENSVILLE, LLC (the "Maker") and is authorized by the Maker or by its Constituent, the Constituent being authorized by the Maker, to execute this instrument on behalf of the Maker.

WITNESS my hand, at office, this 20th day of June, 2007.

_____
Notary Public

My Commission Expires: 4-14-10

STATE OF ALABAMA
COUNTY OF JEFFERSON

Personally appeared before me, Williams, a Notary Public in and for said State and County duly commissioned and qualified, Guy S. Clifton, 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 within instrument for the purposes therein contained, and who further acknowledged that he is the Vice President of The Thompson Development Company, Inc. (the "Constituent"), the Manager of LEGG INVESTMENTS – NOLENSVILLE, LLC (the "Maker") and is authorized by the Maker or by its Constituent, the Constituent being authorized by the Maker, to execute this instrument on behalf of the Maker.

WITNESS my hand, at office, this 20th day of June, 2007.

Notary Public

My Commission Expires: 4-14-10

AFFIDAVIT OF VALUE

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $6,000,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

GRANTOR/AFFIANT

SUBSCRIBED AND SWORN TO before me this 20th day of June, 2007.

Notary Public

My Commission Expires:

4-14-10

EXHIBIT "A"

PERMITTED EXCEPTIONS

1. Taxes for the year 2007, a lien, which are not yet due and payable.

2. All matters shown on Plat recorded at Instrument No. 20051230-0156533.

3. Reciprocal Easement Agreement as of record in Instrument No. 20050415-0042176.

4. Stormwater Detention Agreement to Metropolitan Government of Nashville and Davidson County as of record at Instrument No. 20051114-0136937.

5. Transmission Line Easement to United States of America, as set forth in instrument recorded in Book 4424, page 967.

6. Covenants, conditions and restrictions recorded at Instrument No. 20060531-0064103.

7. Waiver of Sign Easement Rights Agreement as of record in Instrument No. 20060602-0064979.

8. Any matter that would be reflected by an accurate survey of the above-described property.

9. Rights of tenants in possession, as tenants only, under unrecorded leases.