File No.

SPECIAL WARRANTY DEED

Davidson County DEEDWARR
Recvd: 12/07/07 14:54 4 pgs
Fees:23.00 Taxes:1761.79

20071207-0141892

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS : $476,160.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE.

Notary Public

MY COMMISSION EXPIRES:
(AFFIX SE

AMANDA A. HORMANDIN NOTARY PUBLIC LARGE ALABAMA STATE AT

THIS INSTRUMENT WAS PREPARED BY:
John T. Dukes, Esq.
Helmsing, Leach, Herlong, Newman & Rouse, P.C.
150 Government Street, Mobile, AL 36602

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Southland Capital Realty Group, LLC	Southland Capital Realty Group, LLC	34-15-32.00
(NAME) 14 Midtown Park E	(NAME) 14 Midtown Park E	
(ADDRESS) Mobile, AL 36606	(ADDRESS) Mobile, AL 36606	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEE(S), AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, SOUTHLAND CAPITAL, L.P., AN ALABAMA LIMITED PARTNERSHIP, HEREINAFTER CALLED THE GRANTOR, HAS BARGAINED AND SOLD, AND BY THESE PRESENTS DOES TRANSFER AND CONVEY UNTO SOUTHLAND CAPITAL REALTY GROUP, LLC, AN ALABAMA LIMITED LIABILITY COMPANY , HEREINAFTER CALLED THE GRANTEE, ITS SUCCESSORS, HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

This conveyance is further subject to (1) all applicable zoning ordinances (2) utility, sewer, drainage and other easements of record, (3) all subdivision/condominium assessments, covenants, bylaws, restrictions, declarations and easements of record, (4) building restrictions, and (5) other matters of public record as set forth on Exhibit "B" attached hereto.

Unimproved ☐

This is improved X Property, known as: 533 Myatt Drive, Madison, TN 37115

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, heirs and assigns forever; and we do covenant with the said GRANTEE that Grantee 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 we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEE, heirs and assigns, against the lawful claims of anyone claiming by or through the Grantor but no further or otherwise. 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 this 5th day of November, 2007, but effective as of the 14th day of November, 2007.

Southland Capital, L.P., an Alabama limited partnership

By: Southland Capital Management, Inc.
Its: General Partner

By: Robert J. Williams
Its: Chairman

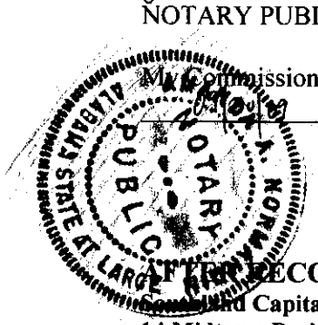
STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned Notary, personally appeared Robert J. Williams, with whom I am personally acquainted, and who, upon oath, acknowledged such person to be Chairman of Southland Capital Management, Inc., as General Partner of Southland Capital, L.P., the within named bargainor, an Alabama limited partnership, and that he, as such officer of Southland Capital Management, Inc., as General Partner of Southland Capital, L.P., executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation as as General Partner of Southland Capital, L.P.

Witness my hand and seal, at office in Mobile, Alabama, this 5th day of November, 2007.

NOTARY PUBLIC

My Commission expires:



AFTER RECORDING RETURN TO:
Southland Capital Realty Group, LLC
14 Midtown Park E
Mobile, AL 36606

Doc. 152016

EXHIBIT A

A tract of land being known as Lot 1 of the Final Plat, First Revision of Resubdivision of Lots 2 & 3, Section Two, Rivergate Industrial Park (Plat Book 9700, Page 637), being located in the City of Madison, Davidson County, Tennessee and being more particularly described as follows:

Beginning at a 1/2" rebar found at the southeast corner of the Resubdivision of Lots 2 & 3, Section Two, Rivergate Industrial Park (Plat Book 9700, Page 637) and the northeast corner of Lot 1 of Rivergate Industrial Park, Section Two (Plat Book 6900, Page 239); thence, along the north line of Lot 1 of Rivergate Industrial Park, Section Two, South 72°04'44" West, a distance of 193.15' to a 1/2" rebar found in the east right of way line of Myatt Drive (80' right of way); thence, along said right of way line, a curve to the right with the following attributes: a delta angle of 2°04'24", a radius of 5689.58', an arc length of 205.89', a chord bearing of North 16°56'00" West and a chord length of 205.88' to a 1/2' rebar found; thence, departing said right of way line, a curve to the right with the following attributes: a delta angle of 90°37'10", a radius of 30.00', an arc length of 47.45', a chord bearing of North 29°35'44" East and a chord length of 42.66' to a 1/2" rebar found in the south right of way line of Myatt Drive (60' right of way); thence, along said right of way, North 74°59'49" East, a distance of 169.57' to a 1/2" rebar found in the west line of Lot 4 of Rivergate Industrial Park, Section Two; thence, along said west line, South 15°04'54" East, a distance of 226.30' to the point of beginning. Containing 1.04 acres, more or less.

Being the same property conveyed to SOUTHLAND CAPITAL LP, by Deed dated 04/16/2002 from Regions Bank, filed 4/16/2002, of record in Instrument No. 200204160047276, Register's Office for said County

EXHIBIT B

1. The lien of real property taxes for Davidson County, TN for the year 2008 and subsequent years, a lien not yet ascertainable, due or payable.

2. "ALTA/ACSM Land Title Survey - Terminix Project B&C Project No. 20071528,051, 533 Myatt Drive, Madison, TN 37115", prepared by Robert Paul Bannerman, TN R.L.S. #2037 with All Terrain Surveying, LLC, under the supervision of Bock & Clark's National Surveyors Network, dated October 9, 2007, last revised November 1, 2007, indicates the following: 1) Concrete curbing, asphalt paving and parking spaces encroach over portions of a 10 foot Public Utility and Drainage Easement and portions of a 30 foot Public Utility and Drainage Easement; and 2) Overhead utility lines hang over a portion of subject property along the easterly side lot line.
With respect to the above referenced Item 2 encroachments, the Company insures against loss or damage sustained by the insured, occasioned by or resulting from the entry of a final order from a court of competent jurisdiction, denying the right to maintain the improvements which constitute said encroachments.

3. 30' public sanitary sewer easement, 10' public utility and drainage easement, and 30' public utility and drainage easement, and H.E.S. overhang as set forth in Plat Book 9700, Page 637, Register's Office of said County, and further depicted on a plat of survey entitled "ALTA/ACSM Land Title Survey - Terminix Project B&C Project No. 20071528,051, 533 Myatt Drive, Madison, TN 37115", prepared by Robert Paul Bannerman, TN R.L.S. #2037 with All Terrain Surveying, LLC, under the supervision of Bock & Clark's National Surveyors Network, dated October 9, 2007, last revised November 1, 2007.

4. Sewer Easement for the benefit of Davidson County, Tennessee of record in Book 4391, Page 969, said Register's Office.

5. Utility Easement of record in Book 6663, Page 758, said Register's Office and as depicted on "ALTA/ACSM Land Title Survey - Terminix Project B&C Project No. 20071528,051, 533 Myatt Drive, Madison, TN 37115", prepared by Robert Paul Bannerman, TN R.L.S. #2037 with All Terrain Surveying, LLC, under the supervision of Bock & Clark's National Surveyors Network, dated October 9, 2007, last revised November 1, 2007.

6. Sewer Easement to the Metropolitan Government of Nashville, of record in Book 7026, Page 930, said Register's Office.

7. Rights of others as tenants only, under any unrecorded leases.