Return To:

PREPARED BY:
COMMONWEALTH TITLE AGENCY OF NASHVILLE, INC.
101 ELMORE AVENUE
MADISON, TN 37115

WARRANTY DEED

THIS INDENTURE is made and entered into this 9TH day of June, 2008, by and between CLASSIC MOBILE OIL AND BRAKE SERVICE, LLC, A TN LIMITED LIABILITY COMPANY, hereinafter called Grantor, and ELECTRICARE, INC., A TENNESSEE CORPORATION, hereinafter called Grantee.

W I T N E S S E T H: That for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which are hereby acknowledged, CLASSIC MOBILE OIL AND BRAKE SERVICE, LLC, A TN LIMITED LIABILITY COMPANY, as Grantor, does hereby bargain, sell, transfer and convey unto ELECTRICARE, INC., A TENNESSEE CORPORATION, hereinafter referred to as Grantee, its successors and assigns, all of that certain real estate located in DAVIDSON County, Tennessee, being more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference, together with all right, title and interest of Grantor in and to all buildings and fixtures located on said real estate, and any easements and rights-of-way adjoining or abutting said real estate and any covenants and other rights appurtenant thereto (collectively, the "Property"). This conveyance of the "Property" and all covenants and warranties contained herein, are made expressly subject to the exceptions and other matters set forth in Exhibit "B", which is attached hereto and incorporated herein by reference.

This is improved property known as 2008 PITTWAY DRIVE, NASHVILLE, TENNESSEE 37207.

TO HAVE AND TO HOLD said land with the appurtenances, hereditaments, estate, title and interest unto Grantee, its successors and assigns forever. The Grantor covenants and agrees with the said Grantee that Grantor is lawfully seized and possessed of the said real estate and that Grantor has a good and lawful right to sell the same. The Grantor further covenants that the same is unencumbered except as otherwise set forth in Exhibit "B".

Grantor further covenants and binds itself and its successors and assigns, to warrant and forever defend the title to said Grantee, their successors, heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS the hand and seal of the Grantor on this the day and year first above written.

SELLER:

CLASSIC MOBILE OIL AND BRAKE SERVICE, LLC

by: Steve L. Allen President
Signature of Seller

Davidson County DEEDWARR
Recvd: 06/17/08 10:19 3 pg:
Fees:18.00 Taxes:336.70

20080617-0062214

CORPORATE
STATE OF Tennessee)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public of the aforesaid County and State, Steve L Allen, President, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of **CLASSIC MOBILE OIL AND BRAKE SERVICE, LLC, A TN LIMITED LIABILITY COMPANY**, the within named bargainor, and that HE as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himmself as such President

Witness my hand, at office, in MADISON, TENNESSEE, this 9, day of **June, 2008.**

Denise C. Allis
Notary Public

My Commission Expires: **MY COMMISSION EXPIRES May 08, 2012**

DENISE C. ALLIS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Name and Address of Property Owner:

ELECTRICARE, INC.

2008 PITTWAY DRIVE
NASHVILLE, TENNESSEE 37207

Property Address:

2008 PITTWAY DRIVE, NASHVILLE, TENNESSEE 37207

Person Responsible for Taxes:
Electricare, Inc.
4216 New Hope Meadow Rd
Hermitage TN 37076

Map & Parcel #: MAP 72.05, PARCEL 178.00

AFFIDAVIT OF VALUE

STATE OF TENNESSEE :
COUNTY OF Davidson

I hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater is **$91000.00** which amount is equal to, or greater than, the amount which the property, or interest in property transferred, would command at a fair and voluntary sale.

Affiant

Sworn to and subscribed before me, a Notary Public, this 9 day of **June, 2008.**

Notary Public

My Commission Expires: **MY COMMISSION EXPIRES May 08, 2012**

DENISE C. ALLIS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

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COMMONWEALTH TITLE AGENCY OF NASHVILLE, INC.
101 ELMORE AVENUE
MADISON, TN 37115 08-8159

EXHIBIT 'A'

Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Pittway Subdivision as shown on the plat of record in Plat Book 6050, page 363, said Register's Office, to which plat reference is hereby made for a more particular description.

Being the same property conveyed to Classic Mobile Oil and Brake Service, LLC, a Tennessee limited liability company, by Warranty Deed from Quality Water Properties, L.L.C., a Tennessee limited liability company, of record in Instrument Number 20070131-0013004, Register's Office for Davidson County, Tennessee.

EXHIBIT 'B'

1. All REAL PROPERTY taxes for the year 2008 and subsequent years, A LIEN, not yet due and payable (MAP 72.05, PARCEL 178.00).

2. All matters as set forth on the Plans of Pittway Subdivision of record in Book 6050, page 363; Book 6050, page 319; Book 4060, page 13; Book 3106, page 118; and Book 1424, page 134, said Register's Office, including any and all setback lines, easements, notes, restrictions, etc., as may be shown thereon.

3. Stormwater Detention Agreement to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 10707, page 251, Register's Office for DAVIDSON County, Tennessee.

4. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, Water Mains, Pumps and Appurtenances to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Instrument Number 20050603-0063184, Register's Office for DAVIDSON County, Tennessee.