Davidson County DEEDWARR
Recvd: 06/27/08 11:14 4 pgs
Fees:23.00 Taxes:2738.00
20080627-0066498

Prepared By and Returnable to:
Bone McAllester Norton PLLC (krm)
511 Union Street, Suite 1600
Nashville City Center
Nashville, Tennessee 37219

Address New Owner:	Send Tax Bills To:	Map & Parcel Numbers:
Vernon Downs P.O. Box 101004 Nashville, TN 37210	New Owner	106-00-0-145.00

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **The Charlie Davidson Partnership, LP, a Tennessee limited partnership** ("Grantor"), has bargained and sold, and by these presents does transfer and convey to **Vernon Downs** ("Grantee"), and Grantee's heirs and representatives, a certain tract or parcel of land in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, is made expressly subject to the matters set forth on Exhibit B, which is attached hereto and incorporated herein by reference; provided, however, that Grantor makes no covenants or warranties whatsoever with respect to the amount of acreage or square footage contained in the Property.

This is improved property known as 212 Pavilion Blvd., Nashville, Tennessee 37217. The address is believed to be accurate but such address is not part of the legal description. In the event of any discrepancy, the legal description herein shall control.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever. Grantor covenants that, subject to the matters set forth herein and in the Exhibits attached hereto, Grantor is lawfully seized and possessed of said Property in fee simple, has good right to convey it, and that the Property is unencumbered.

GRANTOR FURTHER COVENANTS and binds Grantor and Grantor's successors and assigns to warrant and forever defend the title to said Property to Grantee, Grantee's heirs and representatives, against the lawful claims of all persons whomsoever except claims arising out of the matters set forth herein and in the Exhibits attached hereto.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed as of the 26th day of June, 2008.

GRANTOR:

THE CHARLIE DAVIDSON PARTNERSHIP, LP,
a Tennessee limited partnership

By: _____

Title: Managing Partner

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Charles W Davidson III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he/she executed the foregoing instrument for the purposes therein contained, and who further acknowledges that he/she is the Managing Partner of The Charlie Davidson Partnership, LP, a Tennessee limited partnership, the maker, and is authorized by the maker to execute this Instrument on behalf of maker.

Witness my hand and seal, at office in Nashville, Davidson County, Tennessee, this the 26th day of June, 2008.

_____
NOTARY PUBLIC

My Commission Expires: 5/22/2010

JACK F. STRINGHAM II
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires May 22, 2010

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

I hereby swear or affirm that the actual consideration, or value, whichever is greater, for this transaction is $740,000.00.

_____

Subscribed and sworn to before me this the 26th day of June, 2008.

_____
Notary Public

My Commission Expires: 5/22/2010

JACK F. STRINGHAM II
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires May 22, 2010

EXHIBIT A

LEGAL DESCRIPTION

Land situated in Davidson County, Tennessee:

A tract of land in the 1st civil district of Davidson County, Tennessee, being Lot No. 22 on the plan of Section 16, The Plus Park, more particularly described as follows:

Beginning at an iron pin on the southerly right-of-way of Pavilion Blvd. at the common northerly corner of Lots 20 and 22, Section 16, The Plus Park, said pin being south 79 degrees 26 minutes 51 seconds east 235.0 feet from an iron pin at the easterly end of the southerly return curve at Pavilion Blvd. and Plus Park Blvd., as measured along the southerly right-of-way of Pavilion Blvd.; thence

1. With the southerly right-of-way of Pavilion Blvd. south 79 degrees 26 minutes 51 seconds east 11.17 feet to an iron pin at the beginning of a curve; thence,

2. With said curve to the left (radius 313.85 feet) easterly a distance of 158.32 feet to an iron pin at the northwesterly corner of Lot No. 3, Section 3, The Plus Park as of record in Book 4470, page 23, R.O.D.C., Tennessee; thence,

3. With the common line between the herein described Lot 22 and above noted Lot 3, Section 3, The Plus Park, south 31 degrees 49 minutes 55 seconds east, 192.86 feet to an iron pin; thence,

4. South 34 degrees 57 minutes 39 seconds west 48.19 feet to an iron pin at the northeasterly corner of Lot No. 9, Section 9, The Plus Park as of record in Book 4460, page 113, R.O.D.C., Tennessee; thence,

5. With the northerly line of Lot No. 9, South 35 degrees 15 minutes 47 seconds west 60.82 feet to an iron pin; thence,

6. South 89 degrees 48 minutes 35 seconds west 204.31 feet to the common southerly corner of Lots 20 and 22, Section 16, The Plus Park; thence,

7. With the common line between Lots 20 and 22, North 7 degrees 49 minutes 26 seconds west 148.03 feet to an iron pin; thence,

8. N 10 degrees 33 minutes 09 seconds each 100.0 feet to the point of beginning and containing 57,087 square feet or 1.31 acres.

Being the same property conveyed to The Charlie Davidson Partnership, LP, a Tennessee limited partnership by quitclaim deed of record in Instrument No. 20011228-0143898, Register's Office for Davidson County, Tennessee.

EXHIBIT B

ENCUMBRANCES

1. Taxes for the year 2008, a lien, but not yet due and payable. Said taxes are prorated as of date of Closing and Grantee assumes responsibility to pay said taxes and future years taxes when due and payable.

2. All matters as shown on plat of record in Book 5190, page 474, Register's Office for Davidson County, Tennessee.

3. Restrictive covenant contained in Deed of record in Book 5561, page 585, said Register's Office.

4. Restrictions contained in instrument of record in Book 4530, page 348, said Register's Office.